

# Agreement Between



**Fremont Union High School District**

**and**



**Sunnyvale-Cupertino Adult and Community  
Education Federation of Teachers, AFT Local  
6319**

July 1, 2021 – June 30, 2024

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**MEMORANDUM OF UNDERSTANDING BETWEEN AMERICAN FEDERATION OF TEACHERS  
LOCAL 6391 (AFT), AND THE FREMONT UNION HIGH SCHOOL DISTRICT..... 51**

**ARTICLE 1 Parties, Purpose and Recognition of Bargaining Unit**

**1.1 Parties**

The parties to this collective bargaining agreement (“CBA”) are the Board of Trustees of the Fremont Union High School District (“the District”) and the Sunnyvale-Cupertino Adult and Community Education Federation of Teachers, Local 6391 (“SCACEFT”), an affiliate of the California Federation of Teachers and the American Federation of Teachers

**1.2 Composition of the Bargaining Units**

The District hereby recognizes the SCACEFT as the exclusive representative for the bargaining units described herein.

Unit A comprised of probationary, permanent, temporary and summer school certificated adult education teachers and Coordinating Teachers (formerly Program Leads) and shall exclude all other certificated employees as well as management, supervisory, confidential employees and the Cupertino Co-op Nursery School Director. Unit B comprised of non-credentialed community education and non-credentialed adult education teachers, excluding all other certificated employees, as well as classified, management, supervisory and confidential employees.

## **ARTICLE 2 District Powers and Rights**

### **2.1 General Reservation**

The District reserves and retains all powers, rights, authorities, duties and responsibilities conferred upon or vested in it by law that are not inconsistent with this CBA. In exercising its lawful powers, in adopting policies, rules, regulations, and practices, and in using its judgment and discretion, the District shall be limited only by terms of this CBA and by applicable law.

### **2.2 Specific Reservations**

The District retains specific rights including but not limited to the following:

- 2.2.1 to determine and administer policy consistent with Board Policies and Administrative Regulations. Changes in Board policy that affect issues within the scope of bargaining will be negotiated with AFT.
- 2.2.2 subject to law, to hire all employees, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote employees;
- 2.2.3 to determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
- 2.2.4 to determine the curriculum;
- 2.2.5 to build, move or modify the facilities;
- 2.2.6 to develop and administer the budget;
- 2.2.7 to determine the methods of raising revenue;
- 2.2.8 to contract out work consistent with this CBA and legal requirements;
- 2.2.9 to cancel classes based on its determination that such cancellation is necessary, including, but not limited to, canceling classes due to enrollment and/or financial considerations;
- 2.2.10 to transfer, reassign, and determine the work location of a unit member;
- 2.2.11 to take action on any matter in the event of an emergency; and
- 2.2.12 to delegate to the Superintendent and other legally appointed officers the operation of the schools, the management and administrative control of the school system, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education, and experimental and pilot investigation of new education programs.

## **ARTICLE 3 Federation Rights**

### **3.1 Communications**

- 3.1.1 The SCACEFT shall have staff accounts (including email, online timesheet and contract software) maintained by the District for the purposes of communicating with unit members and school staff. The SCACEFT may also use bulletin board space for postings.
- 3.1.2 Authorized representatives of the SCACEFT shall have the right to transact official Federation business on school property and utilize District facilities at reasonable times, provided such activities do not interfere with classroom instruction or a unit member's workday.
- 3.1.3 The SCACEFT shall have the right to communicate with members of the Board of Trustees at any of their regularly scheduled meetings and may appear on the agenda of said meetings subject to the Board's reasonable rules regarding the conduct and procedures of such meetings.
- 3.1.4 A copy of the Board Meeting Packet and all supporting documents, excluding confidential personnel materials, shall be provided to the SCACEFT at the same time such materials are provided to the Board of Trustees. Said materials shall be sent to the SCACEFT President.

### **3.2 Collection of Dues/Fees From Unit Members**

- 3.2.1 The SCACEFT is the sole determiner of its dues/service fees.
- 3.2.2 The District agrees to deduct union membership dues, through payroll deduction, from any unit member who has applied for membership in the SCACEFT. Pursuant to such authorization, the District will forward to the Federation within five (5) working days following the end of each pay period such sums with an itemized list of employees from whom said dues are deducted, including the amount deducted.
- 3.2.3 The District agrees to authorize the payroll department to work with the SCACEFT Treasurer to reconcile any errors in these deductions.
- 3.2.4 Any unit member who is paying dues may stop making those payments by giving written notice to SCACEFT in accordance with SCACEFT policy.

### **3.3 Information Requests**

- 3.3.1 Within fifteen (15) workdays following the beginning of each quarter and summer session, the District shall send an updated list to the SCACEFT of all unit members including each member's name, home address, home telephone number, e-mail address, work site, number of hours to be worked for the quarter, years of district service and pay rate.

3.3.2 Information, statistics and records of the District necessary for the enforcement of this agreement (including grievances) or relevant to negotiations shall be provided to the Federation in a reasonable time upon request.

### **3.4 Release Time**

3.4.1 The Federation shall be given District paid release time with pay for its representatives for the purpose of meeting and negotiating and the processing of grievances.

### **3.5 Collective Bargaining Agreement**

3.5.1 The District's representative and the Federation's representative shall meet within fifteen (15) days following ratification for the purposes of proofreading and finalizing the agreement

3.5.2 Copies of this CBA and subsequent changes shall be made available to each unit member.

3.5.3 The final document shall be printed at the employer's expense.

### **3.6 Unit Member Orientations**

3.6.1 The District shall notify SCACEFT (the President or, if the President is not available, another SCACEFT officer) of the date, time, and location of any orientation or onboarding meeting for newly hired unit members, normally at least seven (7) days in advance. However, shorter notice (immediately upon scheduling of the orientation or onboarding meeting) may be provided when there is an urgent need to onboard a newly hired unit member that was not reasonably foreseeable. The District shall provide the SCACEFT President or his or her designee with a reasonable amount of release time without loss of compensation during the orientation or onboarding meeting to make a presentation and present written materials to unit members, provided that such release time shall not be granted to a teacher while the teacher's class is in session, nor shall it be granted to a unit member outside of the unit member's normal hours of work.



**ARTICLE 4    Employment Status/STRS Service Credit**

**4.1    Full-Time**

A full-time teacher is one who works at least thirty (30) hours per week for thirty-six (36) work weeks (1080 hours per year) during the regular school year. For purposes of determining full-time status, the number of days of the school year is 184 school days, excluding summer school.

**4.2    Complete School Year**

A unit member who, in any one school year, has worked at least 75% of the number of days the regular schools are in session, shall be deemed to have served a complete school year. The effective date of this calculation is the first date of paid service for each year worked in the District.

**4.3    Probationary Status**

Unit members who are employed for more than 60% of the hours per week considered a full-time assignment for permanent employees, and who have worked 75% of the number of the days of the school year but who have not yet served for two (2) consecutive complete school years shall be designated as probationary employees.

**4.4    Temporary Status**

A unit member who is employed to teach adults for not more than 60% of the hours per week considered a full-time assignment for permanent employees shall be classified as a temporary employee.

**4.5    Permanent Status**

4.5.1    Unit members who have been employed by the District for two (2) consecutive complete school years in a position requiring the employee to work more than 60% of the hours per week considered a full-time assignment for permanent employees and who are reelected for the next succeeding school year shall at the commencement of the succeeding school year be classified as permanent employees of the District.

4.5.2    A permanent unit member refers to any unit member working more than eighteen (18) hours per week who has completed his/her probationary period. The level of permanent status shall be equivalent to the average number of hours per week he/she worked during his/her probationary period.

**4.6    STRS Service Credit**

4.6.1    Full-Time Hours for Coordinating Teachers

Coordinating Teachers have a 215-day, 12-month calendar. For the purposes of Ed. Code section 22138.5, the annual number of hours of creditable service needed to attain a 1.0 STRS service credit shall be as follows for Coordinating Teachers:

<b>Class</b>	<b>Full-Time Hours</b>
Coordinating Teacher 1 (30 hours per week)	1290
Coordinating Teacher 2 (35 hours per week)	1505
Coordinating Teacher 3 (40 hours per week)	1720

Creditable compensation beyond the hours above for Coordinating Teachers shall be credited to the Defined Benefit Supplemental Program. No Coordinating Teacher may earn greater than a 1.0 STRS annual service credit.

In accordance with section 2.2.3, the number of positions in each class of Coordinating Teacher is determined by the District. However, the District shall consult with the SCACEFT President or designee before making any changes to the number of positions in a class.

**4.6.2 Full-Time Hours for Other Unit Members**

For the purposes of Ed. Code section 22138.5, the annual number of hours of creditable service needed to attain a 1.0 STRS service credit shall be 1080. Creditable compensation beyond 1080 hours shall be credited to the Defined Benefit Supplemental Program. No unit member may earn greater than a 1.0 STRS annual service credit.

**4.6.3 (Full Time Equivalent) Unit members working 60 (50% of full time) hours or more in one pay period shall be automatically enrolled and receive the appropriate pro rata % of a 1.0 STRS annual service credit.**

**4.6.4 Unit members working fewer than 50% of full time may voluntarily enroll in accordance with STRS regulations.**

**ARTICLE 5 Personnel Files**

- 5.1** Material in the personnel file of a unit member, except as mandated by law shall be made available for inspection by the unit member to review and /or copy. Upon specific written authorization by the unit member, his/her SCACEFT representative may review the unit member's file or accompany the unit member in his/her review of the file.
- 5.2** Material excluded from review under law includes ratings reports or records which:

  - 5.2.1 Were obtained prior to employment of the person involved
  - 5.2.2 Were prepared by identifiable examination board members
  - 5.2.3 Were obtained in connection with a promotional examination
- 5.3** The District shall observe and enforce strict confidentiality of the personnel files whether kept at the human resources department, at the Educational Services Center or at any work site or local campus.
- 5.4** Information of a derogatory nature shall not be entered or filed, unless or until the unit member is given notice and an opportunity to review and comment thereon. In no case shall unsubstantiated derogatory material be placed in the personnel file. A unit member shall have the right to enter and have attached to any such derogatory statement his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- 5.5** All derogatory material placed in an employee's file shall be signed and dated by the management representative and the employee on the day on which it was reviewed. Any written material placed in the personnel file shall indicate the date received in the Personnel Office.
- 5.6** No adverse action of any kind shall be based upon materials which are not in the personnel file. No decision relating to the dismissal or suspension of any unit member shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years prior to the filing of the notice (Ed Code 44944).

## **ARTICLE 6 Leaves of Absence**

### **6.1 Sick Leave**

- 6.1.1 A unit member's absence from work due to illness or injury shall be designated as sick leave and shall be paid leave.
- 6.1.2 Each unit member shall accrue one (1) hour of sick leave for each eighteen (18) hours of employment. For unit members who work 1080 hours per year this equates to ten (10) days of sick leave per school year.
- 6.1.3 Full-time unit members shall be entitled to ten (10) days paid sick leave per year, to be credited at the beginning of the employment year.
- 6.1.4 If a part-time unit member is absent for a reason that qualifies for sick leave and the unit member's accrued sick leave is insufficient to cover the absence, the unit member shall be granted a sick leave advance upon request to the Principal or his/her designee. The sick leave advance shall not exceed a total of three (3) work days in a year, nor shall the advance for any day exceed the regularly scheduled work hours for that day. The unit member must request the sick leave advance within one (1) week of the missed classes. Unit members may not use sick leave for classes that are cancelled or rescheduled to another date.
- 6.1.5 Unused sick leave shall accrue from school year to school year without limit.
- 6.1.6 A doctor's statement may be required from a unit member absent for more than three (3) consecutive days as a result of illness or injury.
- 6.1.7 Unit members may use sick leave, upon oral or written request, for themselves or a family member, for the diagnosis, care, or treatment of an existing health condition or preventative care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

### **6.2 Extended Sick Leave with Differential Pay**

- 6.2.1 Upon exhaustion of all accumulated sick leave and/or industrial accident or illness leave, a unit member who would otherwise qualify for sick leave under the provisions of this article shall be compensated, for no more than 100 days, at the rate of fifty percent (50%) of the unit member's regular salary. The one hundred (100) days per fiscal year begins on the first day of illness and includes days of sick leave taken pursuant to Article 6.1 and days of industrial accident or illness leave.
- 6.2.2 When a unit member has exhausted all available sick leave and the 100 days of extended sick leave and the unit member is not medically able to resume his/her position, the unit member shall be placed on a reemployment list for a period of 24 months, if the unit member is on probationary status, or for 39 months, if the unit member is on permanent status. The 24 month or 39 month period begins at the

end of the 100-day extended sick leave. If the unit member is medically able to return to work during the 24 or 39-month period, the unit member shall be returned to employment in a position for which he/she is credentialed and qualified.

### **6.3 Personal Necessity Leave**

Leaves for personal necessity shall be limited to the categories enumerated below:

6.3.1 Personal necessity leave shall be limited to circumstances significant in nature which the unit member cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the unit member's physical presence elsewhere and involve matters which cannot be accomplished at any other time. All personal necessity absences are deducted from the unit member's accrued sick leave.

6.3.2 Accumulated sick leave may be used for personal necessity reasons as defined below.

#### **6.3.3 No advance permission required (P-1)**

Under personal necessity leave, the unit member shall not be required to secure advance permission for leave, but shall notify the principal of the circumstances as soon as possible for any of the following situations so that a substitute may be obtained:

6.3.3.1 A death or serious illness of a member of his or her immediate family

6.3.3.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family

6.3.3.3 Circumstances beyond the control of the unit member which prevent the unit member from being on duty

#### **6.3.4 Prior approval required (P-2)**

Other personal necessity leaves which are allowable and which require prior approval include the following:

6.3.4.1 Appearance in court as a litigant or as a witness under an official order

6.3.4.2 Paternity

6.3.4.3 Bereavement beyond the number of days specified in the bereavement leave regulations

6.3.4.4 Adoption

6.3.4.5 Examination for an advanced degree

6.3.4.6 Attendance at graduation ceremonies involving a member of the immediate family

6.3.4.7 Marriage of a member of the immediate family

The unit member shall submit the request for leave in writing to the principal or division head at least two (2) working days prior to the requested leave and state the reasons for his/her request.

Once P-2 leave is granted, the request is irrevocable if the District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute.

**6.3.5 Prior notification required (P-3)**

6.3.5.1 Each unit member shall be allowed, upon prior approval to the principal or designee, seven (7) days of accrued sick leave in any school year for reasons of personal necessity not covered in P-1 and P-2 above and for which no explanation is required. However, the maximum percent of unit members to be granted this type of personal necessity leave for any one day at a given school shall not exceed ten (10) percent of the unit members of any particular program. The granting of requests by the principal for such leave will be on a "first come, first served" basis.

6.3.5.2 In order to receive compensation and use sick leave under personal necessity, unit members should seek approval one week ahead of a scheduled absence. Unit members may not take P-3 leave during the first and last weeks of each class unless mutually agreed upon by the unit members and the Principal/Principal's designee.

6.3.5.3 Once P-3 leave is granted, the request is irrevocable if the District has obligated itself for a substitute teacher and cannot cancel or reassign the substitute.

**6.4 Bereavement Leave**

6.4.1 Each unit member shall be entitled to a paid leave of absence, without deductions from accumulated sick leave, not to exceed three (3) days, or five (5) days if out of state travel or travel in excess of three hundred miles is involved, due to death of any unit member's immediate family. These days do not need to be taken consecutively.

6.4.2 Exception: In the event of the death of a unit member's spouse, parent, child or dependent, the unit member shall receive five (5) days of bereavement leave regardless of distance.

- 6.4.3 "Member of the immediate family" means the mother, father, grandmother, grandfather, or grandchildren of the employee or of the spouse or registered domestic partner of the employee; or the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step grandparent, stepchildren, brother, brother-in-law, sister, or sister-in-law of the employee; or any relative living in the immediate household of the employee. A person standing in loco parentis shall be considered as a member of the immediate family.
- 6.4.4 The unit member may utilize available personal necessity days to augment this bereavement leave consistent with the requirements for the use of personal necessity leave.

## **6.5 Industrial Accident and Illness Leave**

- 6.5.1 An industrial accident or an illness as used in this paragraph is defined as an illness or injury which qualifies under the workers' compensation laws of the state as being work related.
- 6.5.2 An industrial accident or illness leave of absence up to sixty (60) days for the same accident shall be granted to a unit member. Such leave shall not accumulate from year to year.
- 6.5.3 When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 6.5.4 Industrial accident or illness leave will commence on the first day of absence.
- 6.5.5 When added to an award granted the unit member under the workers' compensation laws of the State, payment of wages lost on any day shall not exceed the normal wages for the day.
- 6.5.6 Industrial accident leave will be reduced by one (1) day for each authorized absence regardless of a temporary disability indemnity award.
- 6.5.7 A unit member may be deemed to be recovered from an industrial accident or illness and thereby able to return to work at such time as the unit member and the unit member's physician agree that there has been such a recovery. For employees with "limited duty" restrictions for return to work, an interactive process will be used to determine whether or not accommodations can be made and what the appropriate accommodations will be.
- 6.5.8 After all accrued paid sick leave and/or industrial accident or illness leave is exhausted, the unit member, upon presentation of medical verification of inability to work, may be placed on extended leave for up to a balance of the (100) working days in a fiscal year.

- 6.5.9 Bargaining unit members will report an industrial injury immediately upon knowledge of the injury. The District will provide the unit member with Industrial Injury Claim forms within twenty-four (24) hours of receiving notice of an injury.
- 6.5.10 Unit members must complete and return the claims forms to the District Office within seventy-two (72) hours of receiving them. Forms may be completed by a legally responsible person if the unit member is personally unable to complete them.

## **6.6 Jury Duty Leave**

- 6.6.1 Every unit member shall be entitled to take leave from his/her regular duties without loss of wages, sick leave, or other employment benefit for the purposes of responding to jury duty to which he/she has been summoned.
- 6.6.2 Any amount paid for services on a jury or as a witness becomes due and payable to the District.

## **6.7 Military Leave**

- 6.7.1 Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, who are inducted, enlisted, or otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided in the Military and Veterans Code.
- 6.7.2 Unit members on military leave shall retain those rights and privileges as required by law.

## **6.8 Pregnancy Disability**

- 6.8.1 Unit members are entitled to sick leave as set forth in Section A above (Sick Leave) for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. Pregnancy disability leave is a separate entitlement from leave for the purpose of caring for a new baby under the California Family Rights Act (state family leave).
- 6.8.2 The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District is authorized to request the unit member to have a physical examination by the physician selected by the unit member and approved by the District, and a certification by that physician of the unit member's physical fitness to return and continue the duties requisite to employment. Cost of this examination and certification will be paid by the District.



- 6.8.3 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Section B has been exhausted.

**6.9 Unpaid Full-Time Leave**

- 6.9.1 Leaves of absence may be granted for purposes other than those specified in this CBA in accordance with the conditions stated in this section.
- 6.9.2 After completion of three (3) years of continued employment, a leave of absence without pay may be granted to a unit member for up to one (1) year.
- 6.9.3 Application for leave under this section shall be submitted on forms provided by the District and shall include a detailed outline for the purposes of such leave.
- 6.9.4 The following criteria shall be applied for the granting of unpaid leave of absence:
  - 6.9.4.1 Demonstrated benefit to the District and the applicant.
  - 6.9.4.2 Purpose of the leave including: further study, health, travel, professional enrichment, renewal, circumstances in the immediate family or similar purposes.
  - 6.9.4.3 The District's ability to obtain a qualified replacement suitable to the District's needs.
  - 6.9.4.4 The above criteria shall not limit the District from granting additional/subsequent leaves the District deems appropriate.
  - 6.9.4.5 A leave of absence under this section shall not be granted unless the duration of the leave is at least two consecutive quarters.
- 6.9.5 If a unit member is granted a leave of absence under this section to teach full time, this experience shall be applied toward advancement on the salary schedule.
- 6.9.6 While on leave under this section, unit members may continue health insurance coverage by arranging premium payment with the District.
- 6.9.7 While on leave the unit member shall keep his/her current address on file in Human Resources.
- 6.9.8 When a unit member returns to duty following an unpaid full-time leave, he/she shall be entitled to all previously accumulated sick leave benefits. The unit member shall return to the appropriate salary schedule placement based on the number of years of service.

## **6.10 Family Leave**

The District shall provide eligible unit members with leave as provided in the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1991 (including amendments to these laws). More information regarding eligibility for and leaves under the FMLA and CFRA is available from Human Resources.

## **6.11 Catastrophic Illness or Injury Leave**

6.11.1 A Catastrophic Illness or Injury Leave program shall be established to permit bargaining unit members to donate their own accrued sick leave on a voluntary basis to other bargaining unit members for the purposes of catastrophic illness or injury. Bargaining unit members shall be able to use donated sick leave credits as paid sick leave, pursuant to the requirements of this section.

### **6.11.2 Definitions**

6.11.2.1 "Catastrophic illness or injury" shall mean an illness or injury that is expected to incapacitate a bargaining unit member for an extended period of time, or that incapacitates a member of the immediate family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

6.11.2.2 "Member of the immediate family" means the mother, father, grandmother, grandfather, or grandchildren of the employee or of the spouse or registered domestic partner of the employee; or the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, step parent, step grandparent, stepchildren, brother, brother-in-law, sister, or sister-in-law of the employee; or any relative living in the immediate household of the employee. A person standing in loco parentis shall be considered as a member of the immediate family.

6.11.2.3 "Sick leave credits" or "leave credits" shall be defined as sick leave accrued to the donating employee. Accrued sick leave may be donated in one (1) hour increments, which shall be equal to one (1) leave credit.

### **6.11.3 Eligibility**

6.11.3.1 The bargaining unit member must have exhausted all accrued sick leave and extended sick leave (100 days as per Article 6.2.1).

6.11.3.2 The bargaining unit member must be off work (not actually rendering service to the District) due to a catastrophic illness or injury, or for the purposes of caring for a member of the immediate family.

6.11.3.3 Prior to implementing the procedure for donation of leave credits set forth below, the employee shall be required to submit appropriate verification of the need and eligibility for such leave as required by the District.

#### **6.11.4 Catastrophic Leave Committee**

6.11.4.1 The SCACEFT Executive Board shall be responsible for administering the Catastrophic Leave in accordance with this Agreement and applicable state law. The Executive Board's duties in regard to this are:

- 1) Receiving leave requests.
- 2) Verifying eligibility according to Article 6.11.3
- 3) Approving or denying requests
- 4) Communicating the Executive Board's decisions to affected unit members
- 5) Soliciting donations of sick leave from eligible unit members as needed or determining that such solicitation is not needed for a particular year
- 6) The District will establish appropriate record-keeping procedures, including the total number of hours donated and the names of participating members. The District shall keep all records confidential and shall not disclose the nature of any illness except as is necessary to process the request for leave and appeals of denials.

#### **6.11.5 Procedure**

6.11.5.1 The bargaining unit member who wishes to receive the catastrophic illness benefit must request in writing to SCACEFT that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness as required by the District.

6.11.5.2 Donations will be solicited by SCACEFT on behalf of an individual who meets the requirements for this benefit. The individual shall have the option of remaining anonymous.

6.11.5.3 The maximum amount of donated leave credits used by the recipient bargaining unit member shall not exceed twelve (12) consecutive months.

6.11.5.4 All donated leave credits shall be irrevocable. However, if the leave is not used within twelve (12) months of donation, it will revert to the donor.

**6.11.5.5 Donated leave credits shall be used in the order donations are received. One (1) hour of leave will be used from each donor before a second hour is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter.**

**6.11.5.6 Donated leave credits shall be utilized on a one to one ratio (1:1). The recipient shall be paid at his/her regular rate of pay.**

## **ARTICLE 7 Grievance Procedure**

### **7.1 Purpose**

- 7.1.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances.
- 7.1.2 It is completely understood and agreed that nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter with an appropriate management representative and to have the grievance adjusted without intervention of the Federation, provided the adjustment is not inconsistent with the terms of this agreement and that the Federation has been given an opportunity to be present at such an adjustment and to state its views.

### **7.2 Definitions**

- 7.2.1 *A grievance* is a claim that the aggrieved has been adversely affected by a violation, misinterpretation, or misapplication of the terms and conditions of the Collective Bargaining Agreement.
- 7.2.2 *A day* for the purposes of this Article only, is a workday; defined as any day the ACE office is open for business.
- 7.2.3 *A grievant* refers to any employee of the bargaining unit covered by the terms of the Collective Bargaining Agreement or to the Federation. Two or more unit members, sharing an identical claim with substantially the same adverse effect, may jointly file a single grievance by signing the complaint.
- 7.2.4 *A representative* refers to a person chosen by the Federation to represent the grievant.

### **7.3 Procedure**

- 7.3.1 Since it is important that the grievance be processed as rapidly as possible, the time table specified at each level hereafter should be considered as a maximum and every effort should be made to expedite the process; the time limits specified may, however, be extended by mutual agreement.
- 7.3.2 In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year if practicable.

### **7.4 Steps of the Grievance Process**

- 7.4.1 Informal- Within twenty (20) days of the time when the grievant could reasonably be expected to know of the act or omission which gave rise to the grievance, the aggrieved shall meet with the Principal/Designee either directly or through the

Federation's designated representative as appropriate, with the objective of resolving the matter.

**7.4.2 Level One Principal/Designee -** If the grievant is not satisfied with the disposition of his/her grievance at the Informal Level, the aggrieved, within ten (10) days, shall submit a formal written statement of grievance to the Principal/Designee. The statement shall include:

**7.4.2.1** The name of the grievant.

**7.4.2.2** The date of the alleged violation.

**7.4.2.3** The provision or provisions of the CBA alleged to have been violated, including supporting data.

**7.4.2.4** The results of the informal conference

**7.4.2.5** The specific remedy proposed by the grievant.

The supervisor shall communicate a decision to the grievant in writing within ten (10) days of receiving the grievance. If the supervisor does not respond within the specified time limits, the grievant may appeal to the next level.

**7.4.3 Level Two Superintendent or Designee-** If not satisfied with the decision at Level One, the grievant may, within ten (10) days, submit a request in writing to the Superintendent or Designee for a decision. The Superintendent or Designee shall review the record of the prior steps and convey his/her decision to the aggrieved in writing within ten (10) days. Within the above time limits, either party may request a conference with the other party. If the grievant fails to meet any of the above timeline, the grievance shall be dissolved.

**7.4.4 Level Three Arbitration-** If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or if the time limits expire without issuance of the Superintendent's written reply, the Federation, within twenty (20) days, may submit the grievance to Final Binding Arbitration. In such cases, the parties shall request a list of Arbitrators located in Northern California from the California State Conciliation Service.

**7.4.4.1** If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the Arbitrator at the time the grievance is heard. The Arbitrator shall have no authority to add to, or subtract from, or modify the terms of this agreement.

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

- 7.4.4.3 A representative of the Federation and the District's representative shall select the Arbitrator from the list by eliminating names until one name remains. The first option shall alternate. The remaining name shall be the Arbitrator. The process of striking names shall occur within ten (10) days of the receipt of the list by both parties.
- 7.4.4.4 Once the Arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator. Hearings shall be confined to working days unless mutually agreed otherwise.
- 7.4.4.5 The Arbitrator shall conduct the hearing in accordance with the rules of the American Arbitration Federation and the provisions of this Article. The Arbitrator's decision will be in writing, will set forth the Arbitrator's finding of fact, reasoning and conclusions of the issues submitted, and shall be final and binding on both parties.
- 7.4.4.6 The Arbitrator's decision will be issued within thirty (30) days of submission of the final written arguments by both parties.
- 7.4.4.7 All costs for the services of the Arbitrator, including but not limited to, per diem expenses, the Arbitrator's travel and the cost of any hearing room will be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.
- 7.4.4.8 Upon mutual agreement of the District and the Federation, the process may proceed under expedited rules of the American Arbitration Federation. Notice of such agreement shall accompany the request for the list of Arbitrators.

## **7.5 General Provisions**

- 7.5.1 Any employee may be represented at all stages of procedure up to arbitration by himself/herself and/or, at the member's option, by representatives of the Federation.
- 7.5.2 The Federation in alleging that a policy or practice of the District has violated the terms of the Agreement may initiate a grievance at Level Two.
- 7.5.3 Forms for filing grievances will be developed by the District in collaboration with the Federation.
- 7.5.4 The parties agree to make available to each other all pertinent information, not privileged under law, in their possession, which is relevant to the issues raised in the grievance. No party shall be permitted to assert violations not previously disclosed in the initial grievance.

- 7.5.5 No party shall take reprisals against any participant in the procedure for participating in this process.
- 7.5.6 Any record pertaining to a grievance shall be kept in a file separate from the grievant's official District personnel file.
- 7.5.7 When it is necessary for a representative designated by the Federation to attend a hearing during the day, the representative will be released without loss of pay to participate in the foregoing activities. The grievant and any unit member who is requested to appear in such a hearing as a witness shall be accorded the same right.
- 7.5.8 If the Federation and the Superintendent or Designee agree in writing, the grievance may be brought directly to arbitration.



## **ARTICLE 8    Discipline**

### **8.1    For Cause**

No unit member shall be disciplined without cause.

### **8.2    Discipline Process**

8.2.1    Any matter that could result in the imposition of discipline shall be investigated by the appropriate management representative.

8.2.2    The investigation shall include a fact-finding interview with the affected unit member.

8.2.3    The unit member may be accompanied by a union representative if he/she so desires.

8.2.4    Within ten (10) working days of the completion of the investigation, the unit member shall be provided notice of any intended disciplinary action.

8.2.5    The notice shall contain no evidence or testimony that occurred more than four (4) years prior to the date of the filing of the notice. (Ed. Code 44944).

8.2.6    The unit member shall have the right to respond in writing to the allegations contained in the notice of discipline. The response shall be submitted within a ten (10) working day period and will be placed in the personnel file.

8.2.7    The burden of proof to support the discipline rests with management.

8.2.8    Discipline resulting in suspension or dismissal will adhere to the language of Education Code 44932.

### **8.3    Progressive Discipline**

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

#### **8.3.1    Verbal Reprimands**

The unit member will be clearly informed that he/she will receive a verbal reprimand. The verbal reprimand will then take place without a written reprimand to the file. If the offense is not of particular severity, the administrator(s) may choose to have several verbal discussions/reprimands, and/or several entries into

the unit member's work site file without ever entering anything into the unit member's permanent personnel file at the district office.

### **8.3.2 Written Reprimands**

A written reprimand may follow when there is additional misconduct within a short period of time. If there is subsequent misconduct within the same two (2) quarters, or the subsequent four (4) quarters of the first violation, the unit member may receive a written reprimand. The written reprimand may be placed in the unit member's District personnel file. The unit member shall be permitted a reasonable amount of time (up to ten working days) to receive assistance in preparing a rebuttal or reply that will be placed in the personnel file. Written reprimands or notices of unprofessional conduct should be reasonably imposed as they relate to the seriousness of the misconduct and to the number and frequency of prior incidents of misconduct.

Serious misconduct is defined as an offense that would initiate charges under Education Code 44932. Serious misconduct may be described in writing and placed in the member's personnel file on the first offense. The unit member may attach his/her comments to the written reprimand and/or notice of unprofessional conduct within ten working days.

**8.3.3 Suspension without pay for up to fifteen (15) working days as provided in government code 3543.2(b).**

**8.3.4 Termination**

## **8.4 Immediate Suspension in Extraordinary Circumstances**

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

## **ARTICLE 9 Public Charges**

- 9.1** A charge or complaint against a unit member by a member of the public shall be treated as confidential and shall not be made public by the District or the unit member.
- 9.2** A formal charge against a unit member by a member of the public shall be reduced to writing and signed by the person making the charge. A copy of the written charge shall be provided to the unit member no later than ten (10) working days following receipt of the charge. The unit member shall be permitted to submit within ten (10) working days a written response. The response shall be attached to the written charge.
- 9.2.1 The Superintendent/designee shall conduct an investigation to determine the merits of the charge. This investigation shall include a meeting between the Superintendent/designee and the unit member. The unit member shall be informed of his/her right to representation prior to the meeting and shall sign a formal waiver of his/her right to representation if the unit member declines representation.
- 9.3** Any disciplinary action taken against a unit member, in response to a public charge, shall be for just cause and shall be progressive in nature. In the event that a grievance is filed, any proposed disciplinary action shall be stayed until such procedures have been exhausted or, in the event of an arbitrator's ruling, sustained. No disciplinary action shall be taken against a unit member on the basis of an unsubstantiated charge.
- 9.4** Nothing in this policy shall prohibit management from immediately suspending an employee, upon giving notice to said employee of their intention to recommend termination, in those cases involving acts of gross misconduct or malfeasance such as the "Grounds for Dismissal" outlined in Education Code 44932.

## **ARTICLE 10 Evaluation**

The objective of evaluation is to maintain or improve the quality of education in the District. In doing so, evaluation promotes professional growth, accountability, and development of all parties involved to ensure a satisfactory level of staff competence and performance.

### **10.1 Areas of Evaluation**

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

- (a) Standards 1 through 6 of the California Standards of the Teaching Profession (Appendix C);
- (b) The instructional techniques and strategies used by the unit member.
- (c) The unit member's adherence to curricular objectives and program-established curriculum.
- (d) The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities; and
- (e) The performance of non-instructional duties and responsibilities, including supervisory, advisory, and participatory duties.

### **10.2 Frequency of Evaluation**

- (a) Probationary unit members shall be formally evaluated each of the two consecutive probationary years.
- (b) Permanent unit members shall be formally evaluated at least once every three years.
- (c) Permanent unit members with an overall evaluation of "needs improvement" or "unsatisfactory" from the previous year shall be formally evaluated the following year.
- (d) Permanent unit members with at least five (5) years of satisfactory performance in the District may, by mutual consent, be formally evaluated at least once every five (5) years. A request for a five-year evaluation cycle must be submitted in writing prior to October 1st of the scheduled evaluation year. Either party may request that the employee be immediately returned to a three-year evaluation cycle after commencing a five-year evaluation cycle; this must be submitted in writing or electronically prior to October 1st, and confirmation of receipt should be received within 3 business days.
- (e) Temporary unit members are not required to be formally evaluated.
- (f) Coordinating Teachers shall be formally evaluated consistent with their employment status, i.e., Temporary, Probationary, or Permanent, and with Section 10.5.

(g) Placement on the evaluation cycle will begin in 2011-2012. Permanent teacher seniority lists will be divided into evaluation cohorts as follows:

(1) 2011-2012: Numbers 1, 4, 7...

(2) 2012-2013: Numbers 2, 5, 8...

(3) 2013-2014: Numbers 3, 6, 9...

(h) The District shall have the right to evaluate any permanent member in a given year, based on objective evidence of a significant decline in teacher performance.

### **10.3 Evaluation Procedures**

(a) Evaluation Notice

No later than October 1st, unit members will be notified if they are to be placed in the current year's formal evaluation cycle, and who their evaluator will be. Evaluation meetings, including those occurring outside of the unit member's regular work day, shall be considered time worked and compensated accordingly.

(b) Evaluator

The evaluator shall be a management employee with knowledge of the unit member and the program and with the stated purpose of this article. The Coordinating Teacher may assist and advise the management evaluator in this process.

(c) Professional Evaluation Conference

Upon receiving notice of pending evaluation, each unit member shall meet with their assigned evaluator no later than November 1st in a Professional Evaluation Conference. This conference is to review the evaluation process and timeline as well as establish a minimum of three pieces of evidence that the teacher will use to demonstrate student learning throughout the school year. These will be utilized by the evaluator in the evaluation process. The unit member may choose from, but is not limited to, the list below.

- Student course evaluation forms
- Course outline
- Daily lesson agendas
- Documentation of student success
- Instructor self-evaluation
- Unit and daily lesson plans
- Pictures of student participation and work
- Sample handouts and worksheets

- Student demonstrations/participation
- Student testing/evaluation of learning (formal and informal)
- Student work/portfolios
- Student/class surveys
- Instructor's journal
- Video and audio recordings of teacher instruction and/or student performance/participation/work
- Other items agreed to in the Professional Evaluation Conference

**(d) Observation**

During the evaluation cycle, the teacher shall be observed in the classroom for at least sixty (60) minutes in total. Within the sixty (60) minute period, the evaluator must observe at least once for twenty (20) consecutive minutes or more. At least one of the observations shall be scheduled at a date and time mutually agreed upon by the unit member and evaluator.

**(e) Formal Evaluation Summary**

No later than May 15th of the school year in which the evaluation took place, a written copy of the evaluation shall be given to the unit member.

**(f) Final Evaluation Conference**

By the end of the school year in which the evaluation took place, a conference may be held at the unit member's/evaluator's request to discuss the written evaluation. For any evaluation that is rated less than satisfactory, a final evaluation conference is required.

**(g) Response to Evaluation**

A unit member shall have ten (10) days following receipt of the Formal Evaluation Summary to prepare and submit a written response to the evaluation. Such response shall become a permanent attachment to the evaluation and be placed in the unit member's personnel file. The grievance procedure may be utilized for disputes arising over procedural matters only. Questions of substance shall not be subject to the grievance procedure.

**10.4 Unsatisfactory Performance and Performance Assistance Plan**

If the unit member is given an evaluation indicating unsatisfactory performance, the evaluator shall initiate a Performance Assistance Plan. The evaluator shall include the following in such a plan:

- (a) A list of areas performed in an unsatisfactory manner relative to District standards

- (b) A description of the improvements required and the programs/people available to provide assistance
- (c) A time period for demonstrating improvement
- (d) A description of methods used to measure improvement

The unit member is responsible for demonstrating progress within the performance assistance plan parameters.

### **10.5 Coordinating Teacher Formal Evaluations**

Coordinating Teachers will be evaluated by the Principal or designee. The Coordinating Teacher shall be evaluated according to the Coordinating Teacher job description and evidence of satisfactorily performing the respective duties. The Coordinating Teacher evaluation will consist of the following:

- (a) Notification in writing of the Coordinating Teacher's evaluator of record prior to October 1st of the year in which he/she is being evaluated.
- (b) A pre-conference that includes goal setting shall take place prior to November 1st of the year in which the evaluation takes place.
- (c) A formal evaluation, using the Coordinating Teacher evaluation form (see appendix) will be given in writing to the Coordinating Teacher prior to May 15th.
- (d) A post-conference between the evaluator and Coordinating Teacher will take place prior to the end of the school year.

### **10.6 Temporary Teachers**

Knowing the importance of professional growth for all teachers, we will make available professional enrichment opportunities for temporary teachers that align with the adult learning content standards currently being validated/developed statewide. The professional development component will be provided in accordance with our fiscal means. It is the intent of both parties to create a clear process for providing professional development to temporary teachers during the term of the current Agreement.

## **ARTICLE 11 Professional Development**

Both parties agree that having a highly qualified faculty, of sufficient size and experience, is essential to FUHSD Adult School's success. Within this framework, faculty opportunities and responsibilities include participation in curriculum development, the assessment of student learning, and professional development.

It is the intention of both parties to have professional development be a jointly developed endeavor that focuses on student learning and sustains teacher growth to meet students' learning needs. Both parties agree that including all bargaining unit members benefits all stakeholders. The administration shall annually survey in writing (or online) the in-service needs of certificated teachers to inform the adoption of a professional development plan in line with the school's action plan. A summary of survey results shall be made available to all certificated teachers. The current structure of the Leadership Team (comprised of teachers and administrators) shall be used to evaluate these needs and recommend a development plan for the following year, which shall include a professional development budget, specific goals, timelines, and define measures of success. The development plan shall be made available to all certificated teachers.



**ARTICLE 12 Hours, Assignment, Staffing**

**12.1 Seniority**

- 12.1.1 An official common date of hire will be established for each quarter. District seniority shall be calculated on the basis of the date of hire determined by the first quarter of rendered paid continuous employment within the District without a break in service. A break in service shall be defined as: a) a resignation; b) four consecutive quarters with no rendered paid service; and c) dismissal for cause. A District approved leave of absence shall not constitute a break in service. A District initiated layoff shall not constitute a break in service unless the unit member refuses placement in a reinstatement position following the layoff.
- 12.1.2 The seniority list of bargaining unit members will be continuously updated and available to the Federation.
- 12.1.3 In the event of a reduction in force, the parties agree to establish tie-breaking procedures consistent with Ed. Code.

**12.2 Assignment**

Assignment shall be based on program needs. Teaching assignments may be made at the discretion of the principal or his/her designee. Unit members shall be considered for positions for which they are credentialed, experienced and qualified based on the following priorities:

- 12.2.1 In making assignment of classes, priority consideration shall be given to unit members with permanent or probationary status.
- 12.2.2 A unit member who has taught a class the previous four (4) quarters to the satisfaction of the District, shall have priority based on seniority in teaching that class (same subject, level, time and location) the next time it is offered unless necessary for the District to assign another teacher.
- 12.2.3 The District agrees to provide the unit member with his/her tentative teaching contract at least fifteen (15) days prior to the start of each term.
- 12.2.4 No assignment shall be shortened or curtailed by the District for the purpose of preventing a unit member from attaining enough hours to attain probationary or permanent status.
- 12.2.5 Whenever a unit member is asked by Management to cover the class of an absent unit member (thereby doubling up on his/her daily assignment) because of the lack of an available substitute, said unit member shall be paid a stipend of \$34.00 per each hour of such (double) coverage, in addition to the unit member's regular rate of pay. Management reserves the right to simply cancel the class.

- 12.2.6 Adult Education unit members or those on the 39-month rehire list shall be called first to be utilized as substitutes, within the Adult Education program, consistent with their statutory rights. On occasion, a particular area of expertise, e.g., electronics, technology, is a necessity, and an appropriate substitute would need to be called. Substitute hours shall not count toward the achievement of probationary or permanent status, nor increase the hours of permanent unit members. Compensation shall be at the same hourly rate the unit member would receive in a regular assignment for every hour of substitute service. (Reference substitutions and making cuts—see Section C4).
- 12.2.7 Teachers with assignments in California Adult Education Program-funded courses must perform professional duties associated with taking accurate attendance, maintaining a classroom in a learning management system and communicating to students their progress on the stated course objectives. In addition, teachers are required to report any state or federally mandated accountability measurements according to stated deadlines. The District shall communicate changes to mandated requirements and updates (e.g. TOPS updates) and provide training prior to implementation. If necessary, ongoing training will be provided.

### **12.3 Reductions in Service**

- 12.3.1 No permanent Adult Education unit member shall have hours reduced while any probationary or temporary unit member with less seniority is retained to render a service which said unit member is credentialed, experienced and qualified to render.
- 12.3.2 When it is necessary to place permanent or probationary employees in assignments occupied by a temporary teacher, or the program is being reduced, the following criteria shall apply:
- 12.3.2.1 Statutory requirements
  - 12.3.2.2 Seniority of the unit member to be released
  - 12.3.2.3 The needs of the program
- 12.3.3 When it is necessary to reduce the program, efforts will be made to retain temporary employees. Those with five (5) years or more without a break in service and a current assignment of nine (9) hours or more per week will be given priority consideration for retention based on seniority credentials, experience and qualifications.
- 12.3.4 A substitute pool shall be established in each department to provide coverage whenever possible for unit members working within the department. Employees on the 39-month rehire list shall be automatically included in the substitute pool (see B-6). Employees in each department and employees subject to reduction in force shall be placed in the substitute pool upon notification to their program lead.

## **12.4 Vacancies/Job Announcements**

- 12.4.1 A vacancy exists whenever a new position is added to the bargaining unit or when a unit member vacates a position.
- 12.4.2 All vacancies shall be posted for five (5) work days in the main office at Adult Education. Each job posting notice shall include, but not be limited to information stating the position, location, time, salary (if appropriate), credential required, experience preferred, effective date and application procedure. The posting shall also include the job title, a description of assigned duties, minimum qualifications required of applicants, beginning and ending dates of the assignment, the total number of hours of the assignment, the number of hours worked per week, and the days of the week and times of day when the candidate is expected to complete assigned duties, and the location of the assignment. An email will be sent to the FUHSD email account of all Adult Education staff notifying them of job postings.
- 12.4.3 Should the District use an on-line posting service, including but not limited to EdJoin, for vacant bargaining unit positions, the District will notify the Federation President that the job posting information is available at the on-line service.
- 12.4.4 All qualified unit member applicants for positions requiring an Adult Education credential will be given due consideration for the vacancies for which they apply.
- 12.4.5 Unit member applicants who meet minimum qualifications for a position shall be given consideration.

## **12.5 Priority Consideration**

- 12.5.1 Priority over outside candidates shall be given to unit members on the 39-month rehire list applying for reinstatement positions following a reduction in service consistent with their statutory rights.
- 12.5.2 Priority consideration over outside candidates shall be given to unit members with previous experience in a specific assignment, including candidates with such experience who have been subject to a reduction in force in the previous year.
- 12.5.3 All factors being equal, priority consideration over outside candidates shall be given to increasing the hours of currently employed unit members in filling vacancies for which the unit member is credentialed and qualified.
- 12.5.4 Nothing herein shall limit the right of the District to hire the best candidate for the position, having once considered all statutory mandates.

## **12.6 Class Size**

Class size minimums will be established by individual program considerations including, but not limited to, funding, facilities and specific program needs.

## **12.7 Cancellation of Classes**

The District will provide one week's notice of a pending cancellation of a class. It is understood by both parties that unforeseen circumstances could alter this timetable. The unit member will be given 24-hour notice of a class being cancelled. A unit member whose class has been cancelled may request a meeting with Management to discuss the reasons for the cancellation.

The Administration and teaching staff will work collaboratively through all available options to avoid canceling a scheduled class. Attendance of an ongoing class that falls below the minimum target shall constitute notice that a class may be cancelled. The instructor may contact the immediate supervisor to discuss ways to avoid cancellation.

## **ARTICLE 13 Compensation**

### **13.1 Comparable Compensation**

Both parties agree to the principle of comparable compensation for comparable work. Parties will conduct periodic salary and benefit surveys of neighboring Districts providing Adult and Community Education programs. Salary schedules and structures for certificated staff, including salary rates, schedules, stipends, and longevity increases, may be adjusted based on the results of such surveys to bring them into alignment with comparable employees in the areas surveyed.

### **13.2 Certificated Assignments**

Unit members hired before July 1, 2017 who hold a teaching credential shall be paid at the Certificated Teaching Assignment rate for all assignments, regardless of whether the assignment requires a teaching credential. Unit members hired on or after July 1, 2017 who hold a teaching credential shall be paid at the Certificated Teaching Assignment rate only for assignments that require a teaching credential, and at the Non-Certificated Teaching Assignment rate for assignments that do not require a teaching credential. Notwithstanding the above, unit members who hold a teaching credential that would allow them to teach English as a Second Language, and who are assigned to teach English Language Enhancement classes, shall be paid at the Certificated Teaching Assignment rate for the assignment regardless of their date of hire.

Effective July 1, 2017, the College Transition Counselor shall be paid according to the Coordinating Teacher salary schedule.

The following salary schedule adjustments will commence with Term one of the 2021-2022 school year based on the percentages shared on the District's June 30<sup>th</sup> proposal:

- a. Adjusting the step increases on the Certificated Teaching Assignments Salary Schedule to be standardized with Non-Certificated Schedule.
- b. Adjusting the step increases on the Coordinating Teacher & Transitions Counselor Salary Schedule to be more consistent within the Certificated Teacher Schedule. Adjusting the Non-Certificated Teaching Assignments Salary Schedule to make it common with the other two schedules in regard to steps and rate increases between steps.

The hourly rate of compensation for Certificated Teaching Assignments commencing with term one for the -2021-2022 school year onward will be increased by 3.65% .

The hourly rate compensation for Certificated Teaching Assignments  
Commencing with Term 1 for the 2021-2022 school year

<b>2021-2022</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	Year 1	Years 2-3	Years 4-5	Years 6-7	Years 8+
	\$44.16	\$45.79	\$47.44	\$49.10	\$50.77
% incr/step		3.7%	3.6%	3.5%	3.4%

\*Note: These rates in this schedule incorporate both the 3.65% ongoing increase and the 2.5% increase in Article 13.6.

The hourly rate of compensation for Coordinating Teachers (CT's) and the College Transition Counselor commencing with term one for the - 2021-2022 school year onward will be increased by 3.65%.

The hourly rate compensation for Coordinating Teacher & Transitions Counselor  
Commencing with Term 1 for the 2021-2022 school year

<b>2021-2022</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	Year 1	Years 2-3	Years 4-5	Years 6-7	Years 8+
	\$54.20	\$55.64	\$57.06	\$58.45	\$59.83
% incr/step		2.65%	2.55%	2.45%	2.35%

\*Note: These rates in this schedule incorporate both the 3.65% ongoing increase and the 2.5% increase in Article 13.6.

### 13.3 Longevity Stipend

CTs and the College Transition Counselor are also eligible for a longevity stipend based on years of service at FUHSD Adult School as follows:

<b>10-14 Years of Service</b>	<b>15-19 Years of Service</b>	<b>20 or more Years of Service</b>
\$1,500	\$3,000	\$4,500

An employee's progressive increase to the next step on the salary schedule will be granted on July 1<sup>st</sup> or the 1<sup>st</sup> day of each fiscal year after the employee's anniversary date. The stipends above are not cumulative (e.g., after 15 years of service, the total stipend received for the year is \$3,000).

### 13.4 Mileage Reimbursement

CTs and the College Transition Counselor may apply for mileage reimbursement at the state established amount per mile. CTs and the College Transition Counselor should confer with their direct supervisor about estimated mileage for the year and gain approval prior to the beginning of the school year.

### 13.5 Non-Certificated Teaching Assignments

The hourly rate compensation for Non-Certificated Teaching Assignments commencing with term one for the 2021-2022 school year onward will be increased by 3.65%. An

employee's progressive increase to the next step on the salary schedule will be granted on July 1<sup>st</sup> or the 1<sup>st</sup> day of each fiscal year after the employee's anniversary date.

The hourly rate compensation for Non-Certificated Teaching Assignments  
Commencing with Term 1 for the 2021-2022 school year

<b>2021-2022</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
	Year 1	Year 2-3	Years 4-5	Years 6-7	Years 8+
	\$35.94	\$37.27	\$38.61	\$39.97	\$41.32
% incr/step		3.7%	3.6%	3.5%	3.4%

\*Note: These rates in this schedule incorporate both the 3.65% ongoing increase and the 2.5% increase in Article 13.6.

**13.6** All salary schedules shall be increased by 2.5% temporarily, commencing with term one for the 2021-2022 school year and ending June 30, 2022.

13.6.1 The District will revisit this increase no earlier than March 31 and no later than June 30, 2022, to determine whether the 2.5% can be ongoing. If the district has transitioned out of deficit spending and sees an upward trend in enrollment and fee revenues the parties will meet and confer.

**13.7 Placement on Salary Schedule**

Current and new teachers shall be given year for year credit for all comparable teaching experience for the purpose of placement on the salary schedule, provided that a teacher may be placed at a higher step on the salary schedule at the discretion of the District. For the purposes of this paragraph, "comparable teaching experience" means teaching at an accredited K-12, post-secondary or adult education institution or program, excluding substitute or student teaching. A teacher who, in any one (1) academic year, served for at least seventy-five percent (75%) of the number of days the institution or program where she or he was employed was in session shall be deemed to have served a complete year for the purposes of experience credit.

New teachers shall receive such experience credit upon submission to the District of proper written verification. Responsibility for reporting and providing proper verification of such experience shall rest with the teacher. Current teachers who have not previously been granted full prior experience credit may, upon submission of proper verification, be given credit for such experience prospectively, but in no event shall retroactive payments be made for any prior academic years. The experience credit verification form shall be included in the materials provided to new hires.

The Superintendent or designee shall have the right to initially place a teacher, at the time of hire, at a higher step than prior experience dictates, in order to match a candidate's current salary at a neighboring agency. Such placements shall only occur after consultation with a SCACEFT representative.

**13.8 Advancement on Salary Schedule** Teachers shall advance on the Certificated Teaching Assignments, Coordinating Teacher, College Transition Counselor salary schedules on July 1 of each year based on complete years of certificated service. Teachers shall advance on the Non-Certificated Teaching Assignments salary schedule on July 1 of each year based on complete years of either certificated or non-certificated service. Notwithstanding any other provision of this Agreement, a teacher who, in any one (1) academic year, served for either (a) at least seventy-five percent (75%) of the number of days the Adult School was in session, or (b) at least three (3) quarters of instruction excluding summer session, shall be deemed to have served a complete year for the purpose of advancement on the salary schedule. Any academic year in which a teacher does not meet either of these service requirements shall not be counted as a complete year for the purpose of advancement on the salary schedule

### **13.9 Grading Pay**

13.9.1 It is the overall objective of this agreement to compensate teachers with grading pay for academically intensive classes that require grading outside of instructional time, particularly the labor-intensive area of writing. It is our goal to compensate instructors for the use of their non-instructional time to support student academic acceleration and growth.

13.9.2 The teachers included encompass the Adult Secondary Education Program and the Adult Basic Education Program. Specifically, teachers who teach Foundations, English Fluency, and the core subjects of history, English, math and science.

13.9.3 Teachers qualify if they:

13.9.3.1 Teach one of the above courses for the entire term.

13.9.3.2 Have a class size of 10 or more active students. Active students are students who have turned in work to be graded during the pay period being submitted.

13.9.3.3 Are assigning to-be-graded activities to students that require teacher feedback on a weekly basis.

### **13.9.4 Compensation Amount:**

13.9.4.1 All classes in English Fluency, English Foundations, math, history, and science are compensated at 1 hour per week per class

13.9.4.2 Writing-intensive, credit-bearing upper-division English courses (i.e., courses that require multiple submissions of multi-paragraph writing assignments per term)\_are compensated at 2 hours per course per week. In this category, classes



that exceed 25 active (see 13.9.3.2) students will be paid an additional hour per week.

13.9.4.3 For Distance Learning and GED Academy compensation will be at 1 hour for every five “active” students per week. Active students are students who have turned in work to be graded during that calendar week.

### **13.9.5 Accountability:**

13.9.5.1 The instructor will, if ever requested, be able to demonstrate that what they submit for pay related to articles 13.9 (Grading), 13.10 (EL civics Assessments), 13.11 (TOPS Updates) and 13.12 (Accountability Records) is in fact accurate and qualifies for the pay in the pertinent category.

13.9.5.2 The instructor will submit a timesheet for the pay period during which the tasks related to articles 13.9 (Grading), 13.10 (EL Civics Assessments), 13.11 TOPS Updates) and 13.12 (Accountability Records) are completed. Should a teacher fail to do so, compensation for work described in the relevant articles will not be paid.

### **13.10 EL Civics Assessments**

Unless class time is given, teachers who grade EL Civics assessments shall be compensated at 1 hour for each class set of 1 to 15 assessments, and 2 hours for each class set of 16 or more assessments.

### **13.11 TOPS Updates**

Unless class time is given, teachers who update TOPS records for the quarter shall be compensated at a half hour for each class of 1 to 15 students (based on peak enrollment), and 1 hour for each class of 16 or more students (based on peak enrollment).

**13.12** Teachers who assign and assess work in the learning management system and record corresponding asynchronous attendance shall be compensated monthly at 40 minutes for each class of 1 to 15 active students; and 1 hour for each class of 16 or more active students based on peak enrollment. Active students are students who have turned in work during that calendar month. “Monthly” is based on a 10 month calendar for the regular school year and a 2 month calendar for summer. This pay shall not supplant any other compensation that unit members are eligible to receive in this Agreement.

## **ARTICLE 14 Benefits**

### **14.1 Coverage**

To be eligible for health benefits, members must work at least 20 hours per week. Less than full time members may elect to receive benefits on a prorated basis. Newly hired unit members who elect to receive health benefits will begin receiving health benefits on the first day of the first full month after their date of hire. Members who work less than twenty hours per week are not eligible for health benefits.

14.1.1 The District's contribution to health benefits (Medical/Dental/Vision) is \$800 per month for full-time employees working 30 hours per week or more.

14.1.2 The District's contribution to health benefits (Medical/Dental/Vision) is \$500 per month for employees working less than 30 hours per week, and at least 20 hours per

### **14.2 Health Insurance**

The District shall contribute to an eligible employee's health benefits (Medical/Dental/Vision) up to, but not exceeding, the contribution cap as stated in section 14.1.1 of this agreement. If the aggregate cost increases above the contribution cap as stated in section 14.1.1 of this agreement, the difference shall be paid by the employee through payroll deduction.

### **14.3 Coverages Provided**

14.3.1 Health Insurance: Health plans as available under the CalPERS program made available per FUHSD agreement with CalPERS.

14.3.2 Dental Insurance: The District shall make available to all covered employees and their dependents with a dental plan, with an orthodontia plan for dependents only.

14.3.3 Vision Care Plan: The District shall make available to all covered employees and their dependents with a vision care plan equivalent to the plan presently in existence.

14.3.4 Life Insurance: The employer shall make available to all members of the unit and their dependents with a decreasing term life insurance policy. Such policy shall include additional provisions for accidental death. The unit member may purchase supplemental coverage at his or her own expense.

14.3.5 Income Protection: The employer shall provide all covered employees with a salary protection program. Employees who are disabled for more than ten (10) consecutive Regular Days of Required Attendance and who provide verification of illness to Human Resources may be eligible for benefits under this program.

14.3.6 Employee Assistance Plan: The employer shall provide all covered employees with a licensed employee assistance plan.

#### **14.4 IRC 125 Flex Spending**

As a result of the pilot Flex Spending option in 2012, it is jointly agreed by both parties that IRC Plan 124 Flex Spending will continue to be an option for eligible non-credentialed and certificated teachers.

14.4.1 To be eligible the teacher must:

14.4.1.1 Be a current teacher (certificated or non-certificated) with temporary or permanent status (i.e., no substitutes or retirees);

14.4.1.2 Have taught for a minimum of 160 hours during the previous school year;

14.4.1.3 Be offered a contract of at least 80 hours for the first and second quarters (i.e. average 5 hours per week for an eight and seven week quarter) of the fall prior to the calendar year in which you will participate (i.e. 2012-2013 school year).

14.4.2 Participants eligible who choose to participate will have:

14.4.2.1 The amount elected be "frontloaded" and therefore deductions withdrawn in January, February, March, April and May checks;

14.4.2.2 A maximum medical election of \$2,550 per eligible member;

14.4.2.3 A current maximum of \$5,000 per year Dependent Care (amount may change to align with the other bargaining unit maximums).

14.4.3 Process for handling VitaFlex eligibility and participation:

14.4.3.1 A chart of eligibility will be created by Adult Ed H.R. Specialist and given to district business office staff;

14.4.3.2 An email will be sent to eligible staff from either the Adult Ed H.R. Specialist or the Business Office;

14.4.3.3 As needed, AFT will organize and run membership informational sessions;

14.4.3.4 Adult Ed. H.R. Specialist will call teachers who elect to participate and confirm that they understand the election – in particular the process of a five-month "front-loading" withdrawal.

14.4.3.5 The district business office works with VitaFlex and monitors use and a report of "anticipated liability results" will be shared with Adult Ed administration on or before October 1st of the participating year.

14.4.3.6 AFT and District Negotiation Teams will review the “anticipated liability results” in October of the participating year and determine whether to continue in the succeeding year and what amendments will be needed to further improve the success for AFT members and the district.

#### **14.5 Program Lead Benefit Package**

Refer to Appendix A and B for MOU on Program Lead (Coordinating Teacher) and Program Lead Benefit Package.

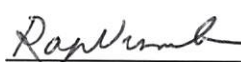
**ARTICLE 15 Severability**

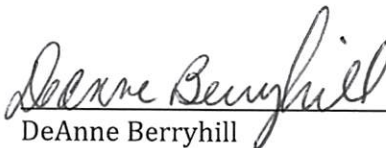
If any term of this CBA is found void, invalid, unenforceable, or contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. The parties agree to meet no later than thirty (30) calendar days after such court decision to renegotiate the provision(s) affected.

**ARTICLE 16 Duration**


- 16.1 This agreement, effective on July 1, 2021, shall continue in effect through June 30, 2024.
- 16.2 Article 12 (Compensation) and Article 13 (Benefits) are considered automatic re-openers for 2021-2022 and 2022-2023.
- 16.3 Either party may choose to re-open up to two (2) additional articles for both 2021-2022 and 2022-2023.
- 16.4 The parties may mutually agree to open an article at any time during this agreement.

**FOR THE SUNNYVALE-CUPERTINO ADULT AND  
COMMUNITY EDUCATION FEDERATION OF TEACHERS,  
AFT LOCAL 6391**


 10/11/2021  
Raj Visvanathan, President Date

 10/12/21  
DeAnne Berryhill Date

 10/12/21  
Desirie Torres Date

 10/16/21  
Sarah Henne,  
CFT Field Representative Date

**FOR THE FREMONT UNION HIGH SCHOOL DISTRICT**

 10/8/21  
Tom Avvakumovits,  
Associate Superintendent Date

 10/11/21  
Lori Riehl, Principal Date

 10/11/21  
Jason Crutchfield  
Director of Business Services Date

 10/11/21  
Liz Ambra, Vice Principal Date

**Appendix A. Memorandum of Understanding: Program Lead Benefit Package**


11/19/09

The parties enter into this agreement in recognition of the fact that Program Leads will no longer be included in the FEA Certificated purchasing pool effective 2/1/2010. In order to maintain a similar level of benefits for existing Program Leads, the parties agree to the following:

1. For the 2010 calendar year, the District shall purchase and fully fund benefit coverage for all Program Leads currently eligible to receive District paid benefits. Program Leads may choose from the following two options available from the CalPERS 2010 Regional Health Plans for the Bay Area region: PERS Choice or Kaiser.
2. In addition to the medical coverage described above, for the 2010 calendar year, the District shall purchase and fully fund Dental, Vision, Employee Assistance Program, and Life Insurance at a level that is substantially similar to those enjoyed by these leads during the 2009 calendar year.
3. For Program Leads who choose to cover a spouse, there will be a \$1000 per year charge to the Program Lead, as is current practice with the FEA certificated package.
4. The parties agree that beyond the 2010 calendar year, the District contribution to this benefit package shall be capped at the 2010 contribution rate.
5. The parties agree the District shall assume the cost/benefit of any changes to the level of benefits provided to individual Program Leads based on any Qualifying Event. A Qualifying Event is defined as federally stipulated events that require an employer to make allowances for mid-year plan modifications (e.g., adding a spouse, having a baby, divorce).
6. The parties agree that the "Grandfather" provisions of this MOU apply solely to individuals employed as Program Leads on the date of execution of this agreement.
7. Program Leads identified in this MOU, who experience a reduction of hours will be eligible for pro-rated benefits, subject to carrier provisions, e.g., healthcare plans most often require 50% FTE for eligibility.
8. The parties agree that the level of benefits provided to any Program Lead, hired subsequent to 11/19/09, shall be subject to negotiation.

  
\_\_\_\_\_  
Polly Bove  
Exclusive Representative, FUHSD

10/6/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Raji Visvanathan  
President, SCACEFT

10/11/2021  
\_\_\_\_\_  
Date

**Appendix B. Memorandum of Understanding: Program Lead Benefit Package – Retirees**

Program Leads specifically designated in Appendix A, subsection 6, shall be eligible for the following retirement benefits articulated below. This section specifically does not apply to any other unit member other than these Specifically Designated Program Leads (SDPLs).

- A. **Enrollment and premiums** SDPL Retirees who remain within the geographic service area of FUHSD’s health plan providers may enroll in the same medical, dental, and vision plans as provided for active SDPLs for five years following their retirement. Premiums shall be paid by the District to the same extent that premiums are paid for the active SDPLs. Retired SDPLs shall be responsible for any associated benefit contributions that active SDPLs do (e.g. Spousal Contribution). Such participation shall be contingent upon insurance carrier requirements and continuous coverage under such plans. Orthodontia, life insurance, employee assistance programs, flex spending accounts, and income protection shall not be provided. Out-of-area retirees and spouses may elect to have the District pay premiums for five years for the closest equivalent coverage of available in their region at a cost not exceeding that paid for SPDLs.
  
- B. **No benefit for declining coverage** Should an SPDL retiree choose to decline benefits or should their benefit premium cost be lower than the designated District contribution, there is no other benefit due them in lieu of these health care premiums contribution. For example, there is no cash-in-lieu-of-benefits, no contribution to an HRA, no contribution to a 403(b); this provision is designed to provide health benefit premium coverage only.
  
- C. **Medicare requirements** All retirees, regardless of location, are obliged to participate in Medicare Part B when first eligible, with fees to be paid by the retired unit member, to offset the cost to the District of providing the benefits under this paragraph. Furthermore, all SDPL retirees are obligated to assign their Medicare benefits to their health plan provider. Failure to participate in Medicare Part B or to assign benefits shall constitute forfeiture of all benefits under this Article.
  
- D. **Communication** To enable the District to communicate with retirees regarding benefits matters, retiree addresses and related information must be kept up-to-date. To that end, each SDPL retiree is responsible to provide the District with their most current address. Retirees are obligated to respond within 60 days of receipt; failure to respond will result in termination of benefits.

Rajiv Visvanathan      10/11/2021  
Rajiv Visvanathan, AFT President      Date

Lori Riehl      10/11/2021  
Lori Riehl, Principal      Date



## **Appendix C. California Standards for the Teaching Profession**

### **STANDARD ONE: ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING**

- 1.1 Connecting students' prior knowledge, life experience, and interests with learning goals
- 1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
- 1.3 Facilitating learning experiences that promote autonomy, interaction, and choice
- 1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- 1.5 Promoting self-directed, reflective learning for all students

### **STANDARD TWO: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING**

- 2.1 Creating a physical environment that engages all students
- 2.2 Establishing a climate that promotes fairness and respect
- 2.3 Promoting social development and group responsibility
- 2.4 Establishing and maintaining standards for student behavior
- 2.5 Planning and implementing classroom procedures and routines that support student learning
- 2.6 Using instructional time effectively

### **STANDARD THREE: UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING**

- 3.1 Demonstrating knowledge of subject matter content and student development
- 3.2 Organizing curriculum to support student understanding of subject matter
- 3.3 Interrelating ideas and information within and across subject matter areas
- 3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter
- 3.5 Using materials, resources, and technologies to make subject matter accessible to students

### **STANDARD FOUR: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS**

- 4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- 4.2 Establishing and articulating goals for student learning
- 4.3 Developing and sequencing instructional activities and materials for student learning
- 4.4 Designing short-term and long-term plans to foster student learning
- 4.5 Modifying instructional plans to adjust for student needs

## **STANDARD FIVE: ASSESSING STUDENT LEARNING**

- 5.1 Establishing and communicating learning goals for all students**
- 5.2 Collecting and using multiple sources of information to assess student learning**
- 5.3 Involving and guiding all students in assessing their own learning**
- 5.4 Using the results of assessments to guide instruction**
- 5.5 Communicating with students, families, and other audiences about student progress**

## **STANDARD SIX: DEVELOPING AS A PROFESSIONAL EDUCATOR**

- 6.1 Reflecting on teaching practice and planning professional development**
- 6.2 Establishing professional goals and pursuing opportunities to grow professionally**
- 6.3 Working with communities to improve professional practice**
- 6.4 Working with families to improve professional practice**
- 6.5 Working with colleagues to improve professional practice**

**MEMORANDUM OF UNDERSTANDING BETWEEN AMERICAN FEDERATION OF TEACHERS  
LOCAL 6391 (AFT), AND THE FREMONT UNION HIGH SCHOOL DISTRICT**

MAY 24, 2010

AFT and the District agree to the following as a result of effects bargaining following the elimination of Program Lead positions in the District's Adult Education program and the creation of six Coordinating Teachers positions in the Adult Education program.

The District and AFT acknowledge that the six new Coordinating Teacher positions are each included in the AFT bargaining unit.


The District and AFT agree that the salary for each of the Coordinating Teacher positions shall be \$38.00 per hour, and that the work year and hours per week for each position shall be as set forth in the packet provided to AFT on May 13, 2010.

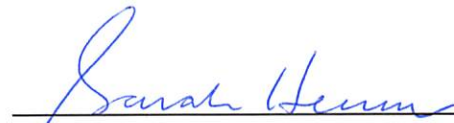
The District acknowledges that it has evaluated, at the request of AFT, the qualifications of the individuals currently serving as Program Leads in light of the minimum qualifications for new Coordinating Teacher positions and has determined that six of the current Program Leads meet the minimum qualifications for the new Coordinating Teacher positions.

The District and AFT agree that the District shall offer to those individuals that meet the minimum qualifications the corresponding Coordinating Teacher position. Each person shall have four (4) business days to accept the offer. If any offer is declined, the District will post the position(s).


The District will extend the opportunity to those who previously served as Program Leads sufficient classroom hours during the 2010-2011 fiscal year to make up hours reduced by the elimination of the Program Lead position. The parties agree to revisit this provision at the end of the 2010-2011 fiscal year.

The District and AFT acknowledge that the prior MOU, included as Appendix A to AFT contract, shall remain in effect.

 10/6/21  
\_\_\_\_\_  
Polly Boye Date  
Exclusive Representative, FUHSD

 10/10/21  
\_\_\_\_\_  
Sarah Henne Date  
Field Representative, AFT-CFT

 10/8/21  
\_\_\_\_\_  
Tom Avvakumovits Date  
Associate Superintendent, FUHSD

 10/11/2021  
\_\_\_\_\_  
Raji Visvanathan Date  
President, SCACEFT

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FREMONT UNION HIGH SCHOOL  
DISTRICT AND SUNNYVALE-CUPERTINO FEDERATION OF ADULT AND COMMUNITY  
EDUCATION TEACHERS, LOCAL 6391  
TRANSLATION AND/OR INTERPRETATION PAY**

**Nov. 18, 2021**

Any full-time unit member may request from the Principal additional pay for performing services in interpreting or translating during their regularly scheduled work hours. To be eligible for additional pay, the employee must demonstrate satisfactory proficiency in the target language. The Principal shall determine the need for bilingual services annually. The Principal may not approve more than three bilingual stipends without authorization from the Superintendent or designee. The Principal shall appoint qualified employees annually, based upon need. An employee who applies but is not selected for additional bilingual pay shall be given reasons, upon request.

An eligible employee who is selected to perform translation and/or interpretation services during regular work hours shall be paid a stipend of \$150 per month above base salary. Translation and/or interpretation services provided after regularly scheduled work hours shall be approved in advance by the Principal or designee and paid on a timesheet at the unit member's regular hourly rate.

The language in this MOU for additional pay for translation and/or interpretation services shall be added to the Parties' Collective Bargaining Agreement when the contract is reopened for negotiations.

**For the District**



Tom Avvakumovits, FUHSD Assoc. Superintendent

**For the Union**



Raji Viswanathan, SCACEFT President

Date: 12/10/2021

Date: 12/09/2021

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN FREMONT UNION HIGH SCHOOL DISTRICT AND SUNNYVALE-CUPERTINO FEDERATION OF ADULT AND COMMUNITY EDUCATION TEACHERS, LOCAL 6391**

**DATED JULY 6, 2022**

Philosophy behind proposal: The District believes that Adult School Employees should receive commensurate salary increases to those of the other units who work within Adult School (CSEA and FMA). The salary figure for CSEA and FMA is derived from a compensation allocation formula that is based on local property taxes and shared district expenses. A full explanation of this compensation allocation system can be found under Appendix A CSEA Collective Bargaining Agreement.

**Salary:**

- SCACEFT bargaining unit employees shall receive the average salary increase percentage going forward that was provided to CSEA and FMA most recently. For the 2022-'23 school year, this salary increase percentage shall be 5.48% starting on July 1, 2022.

**Benefits:**

- Full-time SCACEFT bargaining unit employees who elect to take benefits shall have an increase in their benefit allocation to \$995.43 per month – the same amount provided to full-time CSEA and FMA employees. This amount shall increase at the same pace as the increases for CSEA and FMA employees. Part-time SCACEFT bargaining unit members who qualify and elect to take benefits shall receive an increase in their benefit allocation to \$622.14 per month.

**One-time monies:**

- When the District has one-time monies to distribute to bargaining unit employees, the amount provided to each bargaining unit employee shall be distributed in an equal amount and will be prorated based on an employee's full-time equivalent (FTE) status. To be eligible to receive a distribution of the one-time monies, a bargaining unit employee must be an employee in paid status as of October 10th of the school year in which the distribution is being made and be in one of the eligible groups listed below:
  - Coordinating Teachers
  - Probationary / Permanent teachers who are working at least 18 hours per week and have a contract for the remainder of the year

This salary determination mechanism shall sunset after the 2024-2025 school year unless mutually agreed to continue.

**Advanced Degree or Certification Stipend**

Stipends for advanced degrees (e.g., M.A., M.S., Ed.D., Ph.D., J.D., M.D.) or certifications (e.g., L.V.N. or R.N.) shall be the amounts reflected on the current compensation schedule. A certificated member may receive no more than one stipend. Certificated unit members on a part-time assignment shall qualify for the stipend on a pro rata basis.

12-month full time, certificated employees (i.e. CT's) shall receive a \$1,500 annual stipend to be divided into 12-monthly installments.

Certificated teachers who teach 75% of the year in the ASE, CTE, ESL and Parent Education programs shall be paid the following stipend amounts based on the average number of hours worked per week in state-funded programs based on a 36-week year excluding summer. To be eligible for the Master's degree or certification stipend, teachers must submit proof of degree prior to September 1 of the school year. (Note: *part-time teachers' stipends may vary each year based on changes in hours.*)


- 5-10 hours per week: \$400
- 10.1 - 20 hours per week: \$800
- 20.1 - 29 hours per week: \$1,200
- 30 hours or more per week: \$1,500

Teachers with Doctorate degrees shall earn double the stipend amounts listed above, with the same eligibility criteria.

These stipends shall be paid as a lump sum annually at the end of the work year.

**SCACEFT right to negotiate modifications:**

- The District shall contribute up to \$10,000 annually to the stipend proposal. Should additional stipends be claimed per proposed Article 13.13, the dollar amount over \$10,000 shall be deducted from the subsequent year's revenue share allocation for SCACEFT.
- Should SCACEFT wish to negotiate a reallocation of the compensation increase in a different manner, they shall have the right to do so, provided that the total dollar amount remains constant.

	10/10/2022		10/10/22		10 Oct 2022
Raji Visvanathan President, SCACEFT	Date	Tom Avvakumovits, Associate Superintendent, FUHSD	Date	Lori Riehl, Principal, FUHSD Adult School	Date