

AGREEMENT

Between The

AZUSA UNIFIED SCHOOL DISTRICT

And The

**AZUSA FEDERATION OF
ADULT EDUCATORS,
LOCAL 6098/CFT/AFL-CIO**

Effective

July 1, 2019 through June 30, 2022

Table of Contents

<u>Article</u>		<u>Page</u>
Article I:	Agreement	1
Article II:	Recognition	2
Article III:	Compensation	3
Article IV:	Job Security	6
Article V:	Leaves of Absence	9
Article VI:	Performance Evaluation	15
Article VII:	Disciplinary Procedures	17
Article VIII:	Grievance Procedures	18
Article IX:	Safety Conditions	21
Article X:	Federation Rights	22
Article XI:	Retained Rights and Responsibilities	24
Appendix A – Other Certificated Salaries		

ARTICLE I: AGREEMENT

- A. This Contract is made and entered into September 10, 2019, between the AZUSA FEDERATION OF ADULT EDUCATORS, LOCAL 6098, CALIFORNIA FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS/AFL-CIO (hereinafter referred to as the “Federation”) and the AZUSA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the “District”).
- B. This Contract constitutes a bilateral and binding agreement and shall remain in full force and effect through June 30, 2022. It shall supersede any rules, regulations or practices of the District that are contrary to, or inconsistent with, its terms. Negotiations on compensation and up to two (2) Articles of each party’s choosing shall be held for the 2019-2020, 2020-2021 and 2021-2022 school years.
- C. Copies of the Agreement shall be printed and distributed to unit members by the District within two (2) months of its ratification by both parties.
- D. If any provisions of this Contract and/or applications thereof are held to be contrary to law by a court of competent jurisdiction, such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. The parties shall meet to renegotiate within 30 calendar days of the invalidation of any provisions.

Jorge A. Ronquillo
Chief Negotiator

Kim Romero
President, AFAE

ARTICLE II: RECOGNITION

- A. The District recognized the Federation as the exclusive representative for the purposes of the Educational Employment Relations Act for Adult Education teacher, counselors and coordinators except as provided below.

ARTICLE III: COMPENSATION

A. Salary

1. Unit members shall be compensated for all hours worked according to the placement on the salary schedule (see Appendix A to this Agreement).
2. Unit members who serve 75 per cent or more of the days of the Adult School calendar for the regular school year shall be given a year of experience credit on the salary schedule. Unit members who are credited with one year of experience, shall move to Step 2 at the beginning of the subsequent year.
3. Adult Education unit members employed during the winter break, spring break, or summer session will be compensated at their hourly rate.

B. Health & Welfare

1. The District shall provide Medical, Dental, Vision and Life insurance for each unit member whose base assignment is 21 or more weekly hours and who is in paid status in the base assignment for 50% or more of the working days in that month. Coverage becomes effective the first month following completion of a qualifying month of employment.
2. Insurance costs in excess of the tenthsly District contribution shall be borne by each unit member.
3. The District shall maintain an Internal Revenue Code Section 125 Plan open to all unit members.
4. Unit members that are eligible to receive these benefits according to the rules, requirements and amount stated on the current Azusa Unified School District Certificated Employees Health, Dental, Vision and Life Benefits schedule attached Appendix A.
5. A unit member who elects to retire, has ten (10) years of insurance eligibility with the Adult School in the District:

The retiree may select a District-approved group medical insurance plan for seven (7) years or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first. A unit member will qualify for the same percentage of District contribution, for this plan, as the unit member qualified for at the time of retirement with no increase over the eligible period.

A unit member qualifying for 100% District contribution for an approved group medical insurance plan will receive the lowest cost HMO Plan available each annual enrollment period offered by a district health benefit provider. Unit members that qualify for a lesser percent of the District contribution will be pro-rated based on his/her final year of insurance eligibility.

The retiree is eligible to change the medical plan selected during the open enrollment period.

At the conclusion of the District paid retirement medical benefit the retiree has the option, at no cost to the District, to purchase a group medical insurance plan for a maximum of three (3) additional years or to Medicare age of eligibility (whether or not the unit member qualifies for Medicare), whichever comes first.

A unit member shall be eligible for the provisions of this article upon reaching age fifty-five (55), must have ten (10) years of insurance eligibility with the Adult School in the District, and must have applied for retirement payments from his/her retirement system (State Teachers' Retirement System).

C. Work Calendar

1. The academic calendar shall be 180 days for each unit member.
2. All days in excess of 180 days shall be considered summer school and outside the academic calendar and contract year.
3. The District shall make a good faith effort to use existing qualified unit members for summer school programs.

ARTICLE IV: JOB SECURITY

A. Definitions

1. Full-time: Thirty-five (35) hours per week shall be considered a full-time assignment. The District retains the right to adjust the hours for a full-time assignment when class enrollment does not exceed 50% of class capacity. If the District adjusts the hours constituting a Full-time assignment, the Definition of "Regular" in this Article shall be amended to a number equal to 60% of the new hours constituting a full-time assignment and the Definition of "Part-time" in this Article shall be amended to less than the number used for "Regular" employee.
2. Regular (probationary or permanent): Unit members teaching 21 hours or more per week and less than thirty-five (35) hours per week shall be classified as Regular unit members. The District retains the right to adjust the hours for a Regular assignment when class enrollment does not exceed 50% of class capacity.
3. Part-time: Unit members teaching less than 21 hours per week shall be classified as Part-time employees. The District retains the right to adjust the hours for a Part-time assignment when class enrollment does not exceed 50% of class capacity.
4. Calculation of Full-time, Regular and Part-time Employment: For purposes of this Article, Full-time, Regular and Part-time Employment shall be calculated by taking the total hours worked, excluding hours paid from funding sources other than the Adult Education Fund or for substituting, during the regular school year (academic calendar) divided by the total number of days in the academic calendar multiplied by five (5) to determine the average weekly hours worked by the unit member.

B. Permanency

1. A probationary Adult Education unit member shall attain permanency with the District upon teaching a minimum of 75 percent of the days in the regular adult school year for each of two (2) consecutive years.
2. Each unit member's permanency hours shall be permanently established by the average number of hours per week which the unit member served during his/her probationary years.

C. Reduction in Service

1. Should the District feel it necessary to reduce service, it may reduce the service of unit members pursuant to the provisions of the California Education Code. The reduction shall take place in the specific subject areas being reduced or eliminated. If no special program requirements are needed, the hours of service shall be reduced or eliminated in the following descending order:
 1. Part-time employees in order determined by the District
 2. 1st year probationary employees in order determined by the District
 3. 2nd year probationary employees in order determined by the District
 4. Permanent employees from least to most senior as determined by hire date with Adult Education.

D. Vacancies, New Positions, Increasing Hours

1. The District shall post Adult Education vacancies at each Adult Education Center. Postings shall contain a posting date and a closing date at least six (6) days after the posting date.
 - a. New, specialized vocational classes shall not be subject to the requirement to post vacancies. "New and Specialized" shall mean that the class has never been offered by the Adult School, and is being brought to the Adult School by a teacher with the specialized ability and appropriate credential(s). When the originating teacher ceases to teach the class, it shall be posted as per Section D(1).
2. Each qualified unit member shall file the proper form with the site administrator to be considered for the opening.
3. Available new positions or teaching hours shall be filled in the following order:
 - a. Unit members that meet the minimum qualifications of an open position or additional hours will be interviewed for the position or additional hours prior to any outside candidate.
 - b. If no unit member is selected, the position will be filled through the District's hiring process.
4. The Federation may appoint one-unit member to hiring panels for Adult Education positions.
5. Upon request, unit members not selected to fill vacancies shall be granted a conference with the appropriate administrators to discuss

the decision. The decision of the administrator shall not be subject to the Grievance Procedure of this Agreement, except as it may have denied any procedural requirement of the Article, including but not limited to, the seniority order of the unit member.

E. Notification of Assignment

Immediate supervisors will make a good faith effort to notify all unit members of tentative class assignments for the ensuing fall and spring semester prior to the close of each preceding semester.

F. Adult Education Substitutes

The District shall make a good faith effort to provide all unit members with first priority to serve as substitutes in positions for which they are qualified. All unit members who desire to work substitute hours shall submit a request form to the appropriate administrator. Compensation shall be based upon Step 1 of the salary schedule.

ARTICLE V: LEAVES OF ABSENCE

A. General Provisions

1. An approved leave of absence for a qualifying reason is an authorization for a unit member to be absent from duty, generally for a specific period of time for an approved purpose.
2. An approved leave for a qualifying reason protects the unit member by holding a place for him/her in the District until the leave expires.
3. A condition of each approved leave of absence for a qualifying reason is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
4. Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages and retirement credit as authorized by state law.
5. Unit members on an unpaid leave of absence shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advanced payment of the premium in a manner reasonably required by the District.
6. A Unit member who is absent from work other than for those days as authorized by State Law or by this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct the appropriate salary for unauthorized absences.
7. In order to receive credit to advance on the salary schedule, a unit member must serve a minimum of five (5) school months.

B. Bereavement Leave

1. A unit member is entitled to a paid leave of absence on account of the death of any member of the immediate family. Unit members shall be granted up to three (3) days for bereavement purposes; if out of state or if 300 or more miles travel is required, two (2) additional days shall be provided.
2. Members of the immediate family means the mother, father, brother, sister, grandmother, grandfather, or grandchild of the unit member or of his/her spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-

law, aunt, uncle, niece, nephew, stepfather, stepmother, stepchild, or any relative living in the immediate household of the employee.

3. The unit member shall provide one of the following documents with the name of the deceased to verify the use of bereavement leave (obituary, religious or ceremonial document or death certificate). The unit member shall be required to provide the relationship and name of the deceased relative for each day bereavement leave is accessed.
4. When the unit member accesses more than three days of bereavement leave because travel is out-of-state or exceeds 300 miles by reason of the death of any family member, the unit member shall be required to provide the destination location and documentation verifying the members travel.
5. A unit member that provides false information related to bereavement leave, shall be subject to disciplinary action.

C. Sick Leave

1. Sick leave may be used for absences arising out of illness, physical or mental disability, injury or maternity.
2. Effective the first pay period after ratification by the Federation and the Governing Board, sick leave shall be credited at the rate of one (1) hour per eighteen (18) hours of employment, including summer session, and may be accumulated without limit. Unit members shall have their sick leave credited at the beginning of each fiscal year based upon each unit member's annual base assignment for the fiscal year being created. A unit member shall be allowed to utilize sick leave in one-fourth hour increments.
3. The District may require a doctor's release or verification of the illness or injury after an absence of three (3) or more consecutive work days or on any day after the unit member has exhausted all sick leave. In the event the District suspects abuse of sick leave, the unit member may be required to submit medical verification, upon request by the unit member's immediate supervisor.
4. A unit member who is absent because of illness or injury for part of a daily assignment shall have a prorated amount of sick leave deducted.
5. Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record will be sent to that district upon written request.

6. No later than August 31, every unit member shall annually receive a sick leave credit statement showing the number of hours in the accumulated account and the final accounting of hours credited as of June 30 of the previous fiscal year. This final accounting shall register all positive or negative adjustments to the unit member's sick leave based upon any differences in the number of hours credited in Section 2 above, and the actual hours of employment the unit member worked during the fiscal year being reported. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account as permitted by law.

D. Extended Illness and Injury Benefits

1. When a unit member, because of illness or accident, has used all regular and accumulated sick leave, he/she is then placed on statutory sick leave for a period of not more than five (5) school months. One period of extended illness leave is available for each illness or injury pursuant to the Education Code.
2. During the statutory leave period a unit member shall monthly be paid fifty percent (50%) of the amount the unit member would have received during that month had the unit member been working all of their base assignment hours at full pay.

E. Maternity Disability Leave

1. Upon written request, maternity leave shall be granted to a unit member who is required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery therefrom.
2. Maternity leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections C and D above.
3. A unit member is expected to continue the performance of her duties until her physician certifies that she is physically incapable of doing so. A unit member requesting maternity leave shall specify in writing the date on which she plans to begin the leave and the date of which she plans to return to employment.
4. A unit member who has been on maternity leave and chooses to return to employment on a specified date shall provide a written statement from her attending physician stating that she is physically capable of resuming the performance of her duties on the specified date.

5. If a unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without compensation to be effective immediately and continue until commencement of the maternity leave. If a unit member does not choose to return to employment until sometime after the attending physician certifies that she is physically capable of resuming the performance of her duties, she may request a personal leave without compensation.

F. Child Care Leave

1. Upon request, the District shall provide a unit member, who is a natural or adopting parent, an unpaid leave of absence. Such leave shall coincide with the birth or adopted custody of a child.

G. Personal Necessity Leave

1. A unit member may elect to use up to seven (7) days of their annual allotment of sick leave annually for Personal Necessity Leave, for the following reasons:
 - I. Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions under this agreement.
 - II. An accident involving the employee's person or property or the person or property of a member of the employee's immediate family.
 - III. A serious illness of a member of the employee's immediate family.
 - IV. An employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other orders.
 - V. Personal business of a serious nature, which the employee cannot disregard.
2. In no cases shall personal necessity leave be used for vacation, the extension of a holiday, personal business that can be conducted outside of the unit member's normal workday, or recreational activities.
3. Unit members must, except in cases of emergency, submit a completed request for personal necessity leave five (5) working days in advance of the requested leave on the Certificated Personal Necessity Notification Form. Unless approved in advance, or, in cases of emergency, members shall not use personal necessity leave for more than two (2) consecutive days.

4. If advance notice is not possible, the unit member shall submit a completed Certificated Personal Necessity Notification Form to be signed normally the date he/she returns to duty. However, if additional time is needed, the employee may extend that time up to three (3) days. The supervisor will verify the eligibility of the request, and indicate whether the leave is approved or denied and forward to the District Office.
5. Up to twenty-five (25%) per department with a minimum of one, may take personal necessity leave on any single work day, provided a substitute is available for the unit member's position. Requests shall be considered in the order received.
6. Upon mutual agreement by the District and the Federation, the nine (9) unit members limit on requests for personal necessity leave may be increased for any single work day.
7. Personal necessity leave shall not be used for profit, e.g. consulting with other districts.

H. Industrial Accident or Illness Leave

1. A unit member who has sustained a job-related injury or illness shall report the injury or illness as soon as physically practical.
2. Allowable leave shall be for not less than sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness. Leave shall commence on the first working day of absence due to industrial accident or illness.
3. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence.
4. When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall be paid such portion of the salary due to the unit member for any month in which the absence occurs which, when added to the unit member's temporary disability indemnity will result in a payment to the unit member of not more than 100% of the unit member's salary.
5. 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 for the same illness or injury. Upon termination of the industrial accident or illness leave, unit members shall be entitled to benefits provided in Sections C and D of this Article

I. Subpoena Leave

1. When a unit member is absent because of a mandatory court appearance, except as a litigant, the unit member shall suffer no monetary or sick leave loss by reason of this service.
2. Fees, exclusive of mileage, paid by the court or party requiring a unit member's appearance shall be paid to the District unless the fees are greater than the unit member's salary, in which case the unit member may retain the fees and be listed as absent due to personal business without pay.
3. A copy of the subpoena or certificate of the clerk of the court must be filed with the absence report.

J. Jury Duty

1. Unit members will be provided leave for jury duty service and shall provide a copy of the summons.
2. It is the responsibility of the unit member to report to work whenever the unit member is not required for jury duty service.
3. The unit member, while serving jury duty, will receive his/her full district warrant, provided the full jury fee, after subtracting the mileage allocation provided by the court, is submitted to the District Human Resources office.
4. The unit member shall, after consultation with the immediate supervisor, make every attempt to schedule jury duty so that it is least educationally disruptive.
5. Unit members who defer their service on jury duty from on-contract days to off-contract days shall be compensated in an amount equal to the District's daily substitute teacher pay for each day of jury duty service that was deferred by the unit member from an on-contract day to an off-contract day. Unit members shall receive the daily substitute rate of pay for each hour the unit member was scheduled to work on any on-contract jury duty day that the unit member deferred to an off-contract jury duty pay.
 - a. Unit member must provide written documentation to the District indicating their original jury summons date(s), and the actual date(s) of jury duty served prior to receiving compensation under this section.

K. Unpaid Leaves of Absence

1. A unit member may request in writing an unpaid leave of absence for a period of up to one (1) school year. Normally, a unit member must have permanent status to qualify for unpaid leave. It may be renewed one time at the discretion of the Board.
2. A unit member on leave without pay may participate in the employee group benefits for the duration of leave provided the unit member pays the full cost on a monthly basis in advance of the month due.

ARTICLE VI: PERFORMANCE EVALUATION

- A. Evaluator: The evaluator shall be the unit member's immediate supervisor or any other Adult School administrator with knowledge of the unit member and his/her program. Evaluators may receive informal input from coordinators, but shall base their evaluations on their own direct observations.
- B. Frequency:
1. All unit members working 12 or more hours shall be evaluated once every two years.
 2. All probationary unit members shall be evaluated once each semester.
 3. All unit members working less than 12 hours and fee-based instructors may be evaluated at District discretion.
 4. All unit members who receive an overall rating of "Does Not Meet Standards" shall be evaluated the following school year.
- C. Initial Conference: Prior to October 15 of each year, each unit member and unit member's evaluator shall meet in an initial evaluation conference to review timelines, procedures, and a minimum of two (2) objectives mutually developed by the unit member and Administrator.
- D. Observations: The evaluator shall observe the unit member's instructional activities both formally and informally. A pre-observation form shall be submitted by each unit member fourteen (14) calendar days prior to each formal observation. The initial formal observation for probationary unit members shall take place by January 15 of each school year. Should the unit member desire additional observations, the evaluator shall make a reasonable effort to meet the unit member's request and schedule the additional observations.
- E. Conferences: Post-observation conferences shall be held within fourteen (14) calendar days to determine the following:
1. Summary of Observation;
 2. Areas of concern;
 3. Specific suggestions for improvement;
 4. Additional resources that may be utilized by the unit member;
 5. The evaluator's role in assisting the unit member;

6. Techniques for measuring improvement; and
7. The time schedule for future monitoring.

F. Final Conference

1. No later than 30 days before the last school day, a written copy of the evaluation shall be presented to the unit member.
2. By the end of the school year, a conference will be held between the unit member and the unit member's evaluator to discuss the written evaluation.
3. A unit member shall be entitled to submit a written response to an evaluation, which will become a permanent attachment to the evaluation.

G. Miscellaneous

1. Evaluation of a unit member's performance shall not be predicated upon lawful, non-school-related personal activities which have no impact on the unit member's effectiveness as an employee.
2. Nothing in this article shall be construed to allow for any grievances regarding the substance, objectives, assessment techniques, or criteria determined by the Certificated Employee Evaluation Report Form; or the judgment of the evaluator about the degree of success in an accomplishment of an objective. Any grievance shall be limited to a claim that the evaluation procedures have been violated or unreasonably applied.

ARTICLE VII: DISCIPLINARY PROCEDURES

- A. The District shall use the principle of constructive and progressive discipline. Disciplinary actions shall normally be taken in the following sequence for each separate violation.
 - 1. Documentation of Verbal Warning,
 - 2. Written Reprimand,
 - 3. Suspension or Notice of Unprofessional Conduct.
- B. Steps 1 and/or 2 may be omitted only in cases of egregious misconduct such as negligence, intoxication or fighting.
- C. Information of a derogatory nature shall not be placed in a unit member's permanent personnel file until an investigation has been held and the unit member has had an opportunity to attach a written response to any reprimands.
- D. Upon request, materials in a unit member's District and site personnel files shall be made available for inspection by the individual and/or his/her Union representative.
- E. Inspections shall occur at a time mutually convenient to the unit member and the person charged with maintaining the file. Inspections shall not occur when the unit member is required to render instructional services to the District.
- F. The District shall maintain District and site personnel files in accordance with California law.

ARTICLE VIII: GRIEVANCE PROCEDURES

- A. A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of specific provisions of this agreement.
- B. A grievant may be an individual unit member, a group of unit members or the Azusa Federation of Adult Educators, AFT Local 6098.
- C. No reprisals of any kind shall be taken against grievants or other participants in the grievance process.
- D. Grievants may be represented by Federation representatives at all meetings and hearings above the informal level.
- E. All time limits may be extended by mutual agreement of the parties
- F. A reasonable amount of release time shall be provided for the grievant, witnesses and Federation representatives at all formal stages of the grievance process, including arbitration.
- G. No formal written grievance shall be filed before a grievant has notified his/her supervisor of the grievance and participated in an informal conference.
- H. Formal Level 1: If the informal conference has not resulted in a settlement, the grievant may file a formal grievance with the immediate supervisor or at Level 2 if the immediate supervisor does not believe he/she has the authority to settle the matter.
 - 1. The formal grievance shall be filed within ten (10) calendar days of the occurrence or act of omission giving rise to the grievance or of when the grievant could reasonably be expected to know of the event which gave rise to the grievance. If no grievance is filed within the (10) calendar days of the occurrence or act of omission giving rise to the grievance or of when the grievant could reasonably be expected to know of the event, the grievance shall be deemed resolved.
 - 2. The formal grievance shall contain the specific contract provisions that are alleged to have been violated.
 - 3. The immediate supervisor shall respond to the unit member in writing within seven (7) calendar days of receiving the grievance. If the supervisor does not respond within the time limit, the grievant may appeal to the next level.

- I. Formal Level 2: If the grievance is not resolved at Formal Level I, the grievant may appeal the response to the Superintendent (or designee) within ten (10) calendar days of receipt of the Level 1 response, or of when a response had been due.
 - 1. A conference shall be held at the request of either the grievant or the Superintendent (or designee) within ten (10) calendar days of receipt of the appeal.
 - 2. The Superintendent (or designee) shall respond in writing to the grievant and the grievant's immediate supervisor within ten (10) calendar days of receiving the appeal.

- J. Formal Level 3 (All non-permanent unit members): If the grievance is not resolved at Formal Level 2, or if the Superintendent (or designee) does not respond within the time limit, the grievant may request that the Federation submit the grievance to the Board of Education for final decision.
 - 1. The Federation shall notify the Superintendent in writing if the grievance will be submitted to the Board of Education within ten (10) calendar days of receipt of the Level 2 response or of when a response had been due.
 - 2. The Federation and District shall be scheduled at a future meeting of the Board of Education. The Federation and District shall mutually agree on the format for the hearing. Upon conclusion of all arguments, the Governing Board shall make the final decision which shall be binding on all parties.

- K. Formal Level 3 (All permanent unit members): If the grievance is not resolved at Formal Level 2, or if the Superintendent (or designee) does not respond within the time limit, the grievant may request that the Federation submit the grievance to arbitration.
 - 1. The Federation shall notify the Superintendent in writing if the grievance will be submitted for arbitration within ten (10) calendar days of receipt of the Level 2 response or of when a response had been due.
 - 2. The Federation and the District shall attempt to agree on an arbitrator. If no agreement can be reached within seven (7) calendar days, the grieving party may request that the California Mediation and Conciliation Service selection procedures be initiated.
 - 3. It shall be the function of the arbitrator to make an award that will resolve the grievance. The arbitrator shall have no power to add

to, subtract from, disregard, alter or modify any of the terms of this Agreement. After a hearing, the arbitrator shall submit to all parties his/her written findings in an award that will be final and binding on the parties.

4. The fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.
5. The parties may mutually agree to utilize expedited arbitration procedures.

ARTICLE IX: SAFETY CONDITIONS

- A. The District shall be responsible for providing safe working conditions for unit members. It shall maintain a management system to monitor working conditions and correct unsafe, unhealthy and/or unsanitary conditions.
- B. Unit members shall be responsible for complying with all District safety standards and for practicing basic safety measures. They shall report existing or potentially unsafe, unhealthy and/or unsanitary conditions to their immediate supervisors.
- C. If steps to correct hazardous conditions that threaten the physical safety of the unit member have not been taken within 24 hours and the threat of danger remains, the District shall provide a new work station for the unit member.
- D. Unit members shall not be required to perform duties under conditions which pose an immediate threat to the safety of the unit member. In exercising the foregoing right, unit members shall not neglect the responsibility to provide for the safety of students.
- E. Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to maintain order, protect property, and/or protect themselves and their students, as provided and/or limited by State or Federal law.
- F. Unit members shall promptly report cases of attack or assault suffered by them in the performance of their duties to their immediate supervisor who shall promptly report the same to the appropriate authorities.
- G. The District shall provide to any unit member who suffers bodily harm by an individual or group while carrying out his/her assigned duties, reasonable cooperation in the identification of any alleged assailants and/or witnesses and in securing any physical evidence required by the unit member for preparation of a lawsuit against the assailants.
- H. The District shall reimburse or repair articles of clothing, glasses and hearing aides damaged while the unit member is acting in the proper discharge of disciplinary/supervisory duties. In addition, all other accessories damaged under the conditions listed above shall be reimbursed up to a maximum of \$200.00.

ARTICLE X: FEDERATION RIGHTS

- A. The Federation may use District facilities. It shall comply with all reasonable District rules and regulations governing their use.
- B. The Federation shall have the right to post notices on bulletin boards designated by the District, or portions of bulletin boards, of reasonable size designated by the District. These bulletin boards, or designated portions thereof, will be easily accessible, for the exclusive use of the Federation, and in areas frequented by unit members.
- C. The Federation may use the District mail service to the extent permitted by law, and unit member mail boxes for written communication.
- D. Representatives of the Federation may make short announcements, not to exceed ten (10) minutes, at staff meetings as scheduled by the site administrator.
- E. Authorized representatives of the Federation shall be permitted to transact official business with site unit members on school property as long as they do not interfere with student learning or staff duties.
- F. The District shall provide the Federation with two (2) copies of each Board meeting agenda at the time they are made available to the members of the Board of Education.
- G. A list of names, addresses, telephone numbers and sites of unit members shall be provided to the Federation in September of each school year. The release of addresses and telephone numbers shall occur unless unit members provide written requests not to release this information.
- H. Unit members are entitled to be represented by the Federation in their employment relationships with the District as required by law. Such representation may include, but is not limited to, attendance at disciplinary and investigatory meetings that may lead to disciplinary action.
- I. The Federation shall be entitled to twenty (20) days of release time each school year for use by the Federation President, or designee, in processing grievances or conducting other Federation business if the duties occur on scheduled work days. The Federation with prior District consent may purchase additional days of release time for Federation business at the cost of the involved unit member's substitute, if one is used. The Federation shall make a written request to the Adult Education Director, or designee, at least twenty-four (24) hours prior to the date of the requested release time.
- J. Up to six (6) unit members shall be granted either paid release time from teaching duties or regular hourly pay for each negotiating session. This

compensation shall not exceed what the unit member would have earned on that day.

- K. The District shall provide the Federation with all information required by law and necessary for the proper enforcement of the terms of this contract.
- L. The Federation shall be entitled to select unit members to serve on District committees when union participation is requested by the District.
- M. Upon hiring, the District shall provide each new unit member with a copy of the Collective Bargaining Agreement and other information provided by the Federation.
- N. The District shall deduct Federation membership dues from the pay of Federation members, subject to the following conditions:
 - 1. Deductions shall be made only upon submission to the District of an authorization card duly completed by the unit member.
 - 2. Deductions shall be for one-tenth (1/10th) of annual Federation dues for each month except August and September.
 - 3. Authorizations shall continue in effect unless terminated by written notice from the Federation to the District. The District shall not process the request for ten (10) working days. During this time, the District shall notify the Federation of the unit member's request. Unless the District receives notice from the unit member, the District shall process the unit member's request at the end of the 10th working day.
 - 4. Deduction amounts shall be changed upon written notice from the Federation.
 - 5. The District shall remit monthly membership dues deductions along with an alphabetical list of unit members for whom such deductions have been made to the Federation.
- O. The Adult Education Program shall establish a Technology Advisory Committee, which shall meet to discuss and make recommendations on all issues related to the Adult School's computer and technology needs for all expenditures in excess of \$4,000. All decisions of the Technology Advisory committee shall not be binding on the Adult Education Program. The Federation and the Adult Education Program Director shall each be entitled to appoint three (3) members to the Committee.

ARTICLE XI: RETAINED RIGHTS AND RESPONSIBILITIES

- A. The following rights and responsibilities are not intended to detract from or diminish in any way the rights of the Federation or of unit members as expressly set forth in other articles of this Agreement or the EERA (Educational Employment Relations Act). If an action emanating from this Article impacts upon terms and conditions of other articles of this Agreement or the EERA, the District and the Federation may mutually agree to meet and negotiate the affected terms and conditions; or, if the parties do not agree to meet and negotiate, either party may submit the issues to the Public Employment Relations Board and/or file a grievance if applicable.
- B. The District's rights and responsibilities include the authority to determine, implement, modify or discontinue, in whole or in part, any of the following:
1. The operational and organizational structure of the District, including the chain of command, division of authority, organization divisions and sub-divisions, and advisory commission and committees.
 2. The financial status of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions needed to secure financial support, including:
 - a. Compliance with any qualifications or requirements imposed by law or by funding sources.
 - b. All investment policies and practices.
 - c. All budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures.
 - d. All budgetary allocations, reserves and expenditures apart from those expressly allocated to fund the wage and benefit obligations of this Agreement.
 3. The acquisition, disposition, location, types and uses of all District properties, whether owned, leased or otherwise controlled, including personnel work, service and activity functions assigned to such properties.
 4. All service to be rendered to the public and to the District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment and tools to be used in connection with services; the

sub-contracting or services to be rendered and functions to be performed, including educational support, construction, maintenance and repair services.

5. The utilization of personnel not covered by this Agreement, such as all substitutes, consultants, confidential, campus safety and supervisory and managerial personnel, and the methods of selection and assignment of such personnel.
6. The educational policies, procedures, objectives, goals and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, pupil transfers, grade level advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, racial and ethnic balance, extra-curricular and co-curricular activities, emergency situations and the substantive and procedural rights and obligations of students, parents, teachers, other personnel and the public with respect to such matters, subject only to such consultation rights of the Federation as are provided under Government Code 3543.2
7. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; affirmative action and equal employment policies and programs to improve the District's utilization of women and minorities; the assignment of employees to any location and also to any facilities, classrooms, functions, activities, academic subject matters, grade levels, department, tasks or equipment, and the determination as to whether, when and where there is a job opening.
8. The job classifications and the content and qualifications thereof.
9. The duties and standards of performance for all employees, and whether any employee adequately performs such duties and meets such standards.
10. The dates, times and hours of operation of District facilities, functions and activities work schedules and the school calendar.
11. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties for all personnel with respect to such matters.
12. The rules, regulations and policies for all employees, students and the public.
13. The retirement of employees for disability.

14. The termination or layoff of employees consistent with law, as the result of the exercise of any of the rights of the District not limited by the clear and explicit language of this Agreement.
 15. All other rights and responsibilities of the District not limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- C. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.
- D. Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the District is not subject to the grievance provision, unless such exercise results in an action which detracts from or diminishes in any way the rights of the Federation or unit members as expressly set forth in other articles of this Agreement.
- E. Reserve Maintenance
1. The District and Federation mutually agree that the Adult Education Fund (AEF) maintain a 4% reserve as determined by dividing total AEF reserves by total AEF expenses subject to the State of California school district reserve calculation. Reserve calculations shall be stated as a reserve percentage.
 2. The reserve percentage shall be determined from the audited actual available upon receipt by the District of the District's audit report.
 3. Upon receipt of the District's audit report, if AEF reserves are below 4%, the actual dollar amount necessary to increase the reserves to 4% shall be subtracted as an expense from the total compensation dollars available for the current year in which the reserve is being examined.
 4. The District shall provide the Federation an annual report of the actual audited reserve percentage no later than October 31 of each school year.

For the District Date
 Jorge A. Ronquillo

For the Federation Date
 Kim Romero