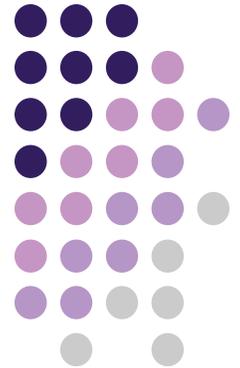


# Metropolitan Education District

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Silicon Valley Adult Education

Silicon Valley Career Technical Education



# AFT CONTRACT

**San Jose Federation of Teachers**

## **Term of the Agreement**

**July 1, 2013 through June 30, 2015**

**Approved by Governing Board 6/11/2014**

# **AFT CONTRACT**

**San Jose Federation of Teachers**

**And**

**Metropolitan Education District**

**Terms of the Agreement:**

**July 1, 2013 through June 30, 2015**

**Approved by Governing Board 6/11/2014**

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**ARTICLE 1000**  
**AGREEMENT**

Agreement is entered into between the Governing Board of the Metropolitan Education District, hereinafter called the “District”, and the San Jose Federation of Teachers, Local 957, AFT, AFL-CIO, hereinafter called the “Federation.”

**ARTICLE 2000**  
**RECOGNITION**

2100 Federation

The District recognizes the Federation as the exclusive representative for all employees in the Certificated Employee Unit.

2200 Unit Defined

2210 Included – The Certificated Employee Unit consists of all hourly paid teachers, curriculum specialists and counselors assigned to Metropolitan Education District.

2220 Excluded – Specifically excluded are all management, supervisory, confidential, and classified employees; adult and vocational education teachers and counselors paid at an annual salary rate; and substitute teachers.

2300 Individual Rights

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

**ARTICLE 3000**  
**TERM OF AGREEMENT**

3100 Term

The term of this Agreement shall be from July 1, 2013 through June 30, 2015.

3200 Effective Date

All provisions of this Agreement shall become effective on July 1, 2013 unless otherwise noted and after adoption by the Governing Board and ratification by the Federation.

3300 The parties to this Agreement may reopen to the following issues:

- A. Compensation
- A. Fringe Benefits
- B. Two articles each

**ARTICLE 4000**  
**DISTRICT RIGHTS**

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

**ARTICLE 5000**  
**FEDERATION RIGHTS**

5100 Use of Facilities

5110 Facilities and Buildings

The District authorizes the Federation to use District facilities and buildings at times that do not interfere with the instructional programs, provided the Federation submits the appropriate request to the immediate supervisor of the facility or building.

5120 Equipment

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

5130 Condition of Facilities and Equipment

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

5200 Access to Work Locations

5210 Classroom Responsibilities

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

5220 Federation Access

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

5221 Non-interference

Such access does not interfere with the instructional program.

5222 Notification

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

5223 Employee Rights

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

5300 Use of School Bulletin Boards and School Mail Delivery Service

5310 Inter-school Delivery

The Federation shall be entitled to the use of the inter-school delivery service.

5320 Unit Member Folders/Mail Boxes

The Federation may use teacher folders/mail boxes for communications to employees regarding matters that involve the Federation.

5321 Distribution to Folders/Mail Boxes

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

5330 Bulletin Boards

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

5340 General Provisions for Communications

5341 Identification

All postings for bulletin boards or items for unit member folders/mail boxes shall be dated and contain identification of the Federation.

5342 Copies

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

5343 Designation of Individuals

The Federation shall provide the District with a list of designated individuals who may use bulletin boards and folders/mail boxes and/or represent the Federation.

5344 Defamatory Material

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

5400 Meeting Announcements

The Federation shall be given the opportunity to have a representative attend and speak at the end of orientation meetings held for unit members. The Federation shall also have the right to make announcements at the end of year District meetings.

5500 Leaves for Federation Officers

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

5520 A Federation leave or additional assignment of ten (10) hours per week shall be granted to the Federation President to a maximum of three hundred and

forty (340) hours for the school year. The Federation will provide the names of the individuals to receive a portion of the stipend for the year and the total number of hours to be paid. The designees shall be paid at the hourly rate. Leave hours or additional assignment shall not interfere with the regularly assigned teaching schedule. Such release time or additional assignment shall be used for unit member representation including, but not limited to, contract negotiations, grievance prevention and processing, and contract maintenance.

5530 Unless extraordinary circumstances exist, a person on Federation Leave will notify the District at least thirty (30) days prior to the end of the semester of his/her intent to return from such leave. A unit member returning from Federation leave will be assigned to a similar assignment to that which the unit member had at the time he/she started the leave unless all such similar positions are filled by persons with greater seniority.

#### 5600 Employee Lists

##### 5610 Names, Addresses and Phone Numbers

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

##### 5620 Work Locations

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

#### 5700 Information

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

##### 5710 Board Agendas

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

5800 Committee Representation

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

5900 New Employees

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

5910 Federation Materials

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

5920 Notification to Federation

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

**ARTICLE 6000**  
**GRIEVANCE PROCEDURE**

6100 Intent

It is the intent of the District and the Federation to resolve grievances at the earliest possible stage. Unit members are encouraged to meet with their supervisors or administrators regarding any complaint or issue which may result in a grievance. In addition, the Association President and the Director of Human Resources may meet by mutual agreement in an attempt to solve unit member issues before they become formal grievances and may include others in the process as appropriate.

6200 Definitions

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

6220 A "grievant" is defined as an employee in the bargaining unit covered by this Agreement who submits a grievance. The Federation shall have standing to grieve the Federation Rights section of this Agreement only.

6230 A "respondent" is defined as the party named by the Grievant in the grievance.

6240 A “workday” is defined as one on which the District’s central office is open for business.

6300 General Provisions

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

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

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

6320 At the time a grievant asks the Federation to represent him/her, the Federation will designate in writing to the District the representative who is to receive time off for representing the grievance.

6321 Whenever time is needed for processing a grievance during the school day, the grievant and no more than one (1) person from the Federation to represent the grievant will be allotted such time with no loss in pay provided that:

6321.1 Twenty-four (24) hours prior to release from duties for grievance processing, the designated representative makes a reasonable effort to inform the immediate supervisor in writing of both the grievant and Federation representative in order that an adequate substitute(s) may be obtained, for either or both if such substitute(s) is necessary.

6321.2 Such time off shall be limited solely to representing a grievant.

6330 Parties to the grievance shall have access to all relevant and non-confidential documents that may assist in the adjusting of the grievance.

6340 As far as consistent with the law, a confidential grievance file shall be maintained separately from a grievant’s personnel record and shall include any records dealing with the processing of the grievance.

6350 If there is a failure to communicate the decision of a grievance at any step of this procedure within the specified time limits, the grievant may proceed to the next step of the procedure.

6360 Time limits may be extended or reduced by mutual written agreement of the parties.

6361 If a grievance cannot be processed through all the steps in the procedure by the end of the school year, the time limits noted may be mutually agreed to be reduced so that the procedure may be completed as soon as practicable.

6370 A grievant may withdraw a grievance at any time with the understanding that no future grievance may be filed based on the same alleged incident.

6400 Procedure

6410 Step 1 – Informal

Within thirty (30) workdays after the grievant knew, or should have known, of the events or conditions, which gave rise to the grievance, the grievant, where possible, shall discuss the grievance with the respondent with the object of resolving the matter informally.

6411 Notification

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

6412 Advancement of Grievance

The grievance shall proceed to Step 2.

6420 Step 2 – Formal

Within forty-four (44) workdays after the grievant knew, or should have known, of the events that gave rise to the grievance, the grievant shall submit the grievance to the respondent.

6421 Grievance Form

The grievance shall be in writing on an approved grievance form and shall:

6421.1 Identify the grievant.

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

- 6421.3 Indicate the time and place where the alleged events or conditions giving rise to the grievance existed or occurred.
- 6421.4 Name the respondent.
- 6421.5 Specify the remedy sought.
- 6421.6 Include a general statement of the grievance.
- 6421.7 Indicate the date of submission.

6422 Response Time

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

6423 Copies

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

6424 Appeal

If the grievant is not satisfied with the written reply of the respondent, the grievant may appeal, within five (5) workdays of receipt of the reply to Step 3. The appeal shall be in writing and shall include a copy of the written grievance at Step 2, a copy of the written reply, and the date of the appeal.

6430 Step 3 – Superintendent

The Superintendent or his/her designee shall, upon the grievant's request, confer with the grievant with respect to the grievance.

6431 Time Limits

The Superintendent or his/her designee shall reply in writing within ten (10) workdays after the submission of the appeal or date of conference, if held.

6432 Copies

One (1) copy of the reply shall be sent to the grievant and one (1) copy to the Federation.

6433 Disclosure of Evidence

All evidence shall be disclosed by both parties prior to the submission of the grievance to Step 4.

6440 Step 4 – Arbitration

If the grievance is not resolved satisfactorily at Step 3, the Federation may refer the grievance to arbitration by requesting that the California State Mediation & Conciliation Service propose the names of five (5) arbitrators.

6441 Time Limit

The request shall be submitted within twenty (20) workdays of receipt of the Superintendent's written reply.

6442 Copy

A copy of the request shall be sent to the Superintendent.

6443 Arbitrator List

Within three (3) workdays of receipt of the names of the proposed arbitrators, a designee of the Federation and a designee of the District shall alternately strike names from the list until one of the proposed arbitrators is designated the arbitrator. The party who strikes the first name shall be determined by lot.

6444 Arbitration Rules

The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the Voluntary Labor Arbitration Rules of the California State Mediation & Conciliation Service.

6445 Merits of Grievance

If the District raises the question of arbitrability concerning a grievance, the arbitrator shall render a decision on said question prior to hearing the merits of the grievance.

6446 Written Decision

The decision of the arbitrator shall be in writing and will set forth his/her findings, reasoning and conclusions on the issue(s) submitted.

6447 Binding Arbitration

The decision of the arbitrator, if made in accordance with his/her authority and jurisdiction under this Agreement, shall be final and binding.

6448 Arbitration Costs

Any arbitration costs mutually accrued shall be shared equally by the Federation and the District.

6449 Legal Conformance

Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement, or empower the arbitrator to render any decision or make any adjustment that is contrary to law.

**ARTICLE 7000**  
**FEDERATION DUES AND PAYROLL DEDUCTIONS**

7100 Unit Member Authorization

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

7110 Revocation

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

7111 Effective Date

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

7200 District Responsibilities

7210 Starting Deductions

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

7211 Submission of Monies

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

7212 Fair Share

Unit members who are assigned 25 hours or more per week in their current assignment shall pay their fair share of negotiations and representations costs.

7213 Payment Method and Federation Certification Requirements

7213.1 A unit member who has not voluntarily made application for membership in the Federation within the thirtieth

(30) day following the date that the unit member has been formally hired by the district as a unit member, or who is not exempted in Section 7216 must as a condition of continued employment in the District pay to the Federation a service fee. This fee is in exchange for representation services performed by the Federation in conformance with its legally imposed duty of fair representation on behalf of the unit member who is not a member of the Federation.

7213.2 In the event that a unit member fails to become a member of the Federation or pay the fee directly to the Federation, the District shall begin automatic payroll deduction as provided by the Education Code, upon notice of such failure from the Federation.

7213.3 Prior to beginning the automatic payroll deduction, the Federation will certify to the District in writing:

1. that the unit member whose pay is to be affected by this deduction:
  - a. has refused to join the Federation;
  - b. has refused to tender the amount of the service fee as defined herein;
  - c. has not applied for an exemption under Section 7215 herein; and
2. that the Federation has complied with the lawful Public Employment Relations Board Regulations regarding agency fees.

7213.4 The written certification in Section 7213.3 above, shall be a condition precedent to any collection of the service fee by the district.

7214 Amount of Fee

The amount of fee collected from bargaining unit members shall be that allowed by law.

7215 Individual Exemptions from Obligation to Pay Service Fee

7215.1 Any unit member shall be exempted from the requirements of a service fee if that unit member is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting a “public employee organization”

as defined by Section 3501(a) of the Government Code.

In addition, any unit member may be exempted from the service fee if that unit member registers a deep philosophical objection to financially supporting a “public employee” organization.”

7215.2 To be exempt from the fee for reason set forth in Section 7215.1, the unit member must first submit by certified mail a written statement describing the grounds for exemption to both the Federation and the District Human Resources Office. New unit members must register objections by September 30 of each school year or within thirty (30) days of employment.

7215.3 A unit member whose application has been approved shall, as an alternative to payment of a service fee to the Federation, pay an amount equivalent to such service fee to:

1. United Way, Second Harvest Food Bank, Hope Rehabilitation Services or
2. Any charity or educational foundation jointly agreed upon by the District and the Federation, which is exempt from taxation under the Internal Revenue Code and is not affiliated in any manner with the Federation, and is not related to an established religious organization.

7215.4 An employee whose application for an exemption has been approved will be required to show proof of contribution to a charity by means of canceled check or other reasonable proof within thirty (30) days. Failure to show such proof will risk disapproval.

7216 District’s Obligation

7216.1 The District’s obligations under this Article after proper notification from the Federation are 1) to notify unit member(s) who have failed to comply with the provisions of this Section that, as a condition of employment in the District, that unit member must either become a Federation member, pay a service fee, or establish an exempt status and make payment pursuant to the provisions of this Agreement; and 2) deduct from pay appropriate amounts pursuant to Sections 7212 and 7213.

7216.2 Under no circumstances shall the District be required to dismiss or otherwise discipline any unit member for failure to fulfill obligations to the fees established herein or contributions to the designated charities.

7217 Hold Harmless and Indemnity Provision

7217.1 The Federation, as defined by this Agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents by other than the Federation in connection with the administration or enforcement of any section of this agreement pertaining to representation fee. That reimbursement shall include costs and attorneys' fees incurred by the District. The District will immediately notify the Federation of challenges to the collection of the fair share fee by another party. The District and the Federation agree to consult on challenges to the collection of the fair share before legal expenses are incurred.

7218 Reopening Negotiations on Fair Share

Upon mutual agreement, the parties to the agreement may reopen negotiations regarding the administration of the fair share agreement contained in Article 7000.

**ARTICLE 8000**  
**WORKING CONDITIONS AND SAFETY**

8100 Classrooms

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

8200 Safety

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

8300 Administrator-Unit Member Communication

When an administrator or supervisor wishes to discuss the performance of a unit member, the administrator-supervisor will attempt to schedule a mutually agreed upon time to meet with the unit member. If such a meeting has not taken place within ten (10) working days after the initial contact by the administrator to set up a mutual meeting, the administrator will set the meeting date, time and place taking into consideration the unit member's teaching schedule. If the unit member fails to comply with the meeting requirement, he/she may be subject to disciplinary action as described in Article 19000.

8400 High School Lab Classes

The parties agree to meet at the request of either party to discuss the special needs of the high school lab classes.

**ARTICLE 9000**  
**LEAVES AND ABSENCES**

9100 With Compensation (All Unit Members)

9110 Illness, Accident or Quarantine

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

9111 Formula

Unit members will be allowed one hour of sick leave credit for every 18 hours worked.

9112 Sufficient Hours

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

9113 Insufficient Hours

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

9114 Accumulation of Hours

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

9115 Proof of Illness

The District may require a physician's certification or other proof of illness before allowing payment for days of absence due to illness, accident or quarantine.

9120 Pregnancy or Recovery from Pregnancy

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

9130 Personal Business

A unit member may use up to 70 percent (70%) of their earned sick leave hours based upon their current year assignment with the approval of the District for personal necessity or reasons of compelling personal importance.

9131 Personal Business Definitions

Personal business is restricted to the following circumstances:

9131.1 Death

Death of a member of the unit member's immediate family as defined under bereavement leave provisions.

9131.2 Accident

Accident involving the unit member or the unit member's property, or the person or property of a member of the immediate family (section 9141).

9131.3 Danger

Imminent danger to the home or property of a unit member of a serious nature (e.g.; fire or flood), which requires the attention of the unit member during assigned hours of service.

9131.4 Illness

Illness of a member of the unit member's immediate family as defined under bereavement leave provisions (section 9141).

9131.5 Discretionary Days

Up to five (5) days of the maximum allowable sick leave earned under Personal Business (Section 9130) may be utilized at the discretion of the unit member working in State Funded/Mandated Programs subject to the following conditions:

- (1) A request to utilize such personal time off must be made in advance with the approval of the Superintendent and/or Director of HR;
- (2) No more than three (3) unit members may utilize such personal necessity leave on any given day;
- (3) The District will retain the right not to grant the time off if it would negatively affect the ability to retain substitutes;
- (4) A discretionary day of personal necessity leave cannot be used to support or participate in concerted activities of this or any other bargaining unit;
- (5) The Superintendent and/or Director of HR may on a random basis require the unit member to disclose the reason for the absence in order to monitor the utilization of the discretionary personal necessity leave day. Such information will be kept confidential except to the extent necessary to discuss the personal necessity leave with the bargaining unit representative;
- (6) The District will review utilization of such personal necessity leave and review the information with the bargaining unit representatives; and
- (7) The provisions of this article will expire as of June 30 of any year with 30 days prior written notice by either party.

9132 Compelling Personal Importance Definitions

Compelling personal importance is restricted to the following:

9132.1 Up to three (3) days of Personal Business leave may be used for:

- a. Graduation exercises of immediate family; and
- b. Wedding of the following family members: self, daughter, son, stepdaughter and stepson.

9132.2 Litigation

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

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

9132.4 Adoption  
Participation in adoption proceedings.

9132.5 Birth  
Attendance at birth of one's child.

9133 Procedures  
Each unit member electing to use sick leave for purposes permitted in this section must submit the Certificated Employee Leave Form to Human Resources within five (5) workdays after returning from leave. The specific nature of the personal necessity or compelling personal importance must be indicated.

9140 Bereavement

9141 Immediate Family  
A unit member is granted up to five (5) days for each death in the immediate family. No deduction in salary shall be made for such absence. Immediate family for this section should include EMPLOYEE'S: spouse, son, daughter, grandchild, mother, father, brother, sister, domestic partner or any relative currently living in employee's household.

9142 Extended Immediate Family  
A unit member is granted up to three (3) days to attend services for each death in the extended immediate family. A unit member is granted up to five (5) days if traveling beyond 250 miles or out of state. The unit member must attend the services to be granted bereavement leave. No deduction in salary shall be made for absence. Extended immediate family for this section should include: EMPLOYEE'S: grandmother, grandfather, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepparent or stepchild; SPOUSE'S/DOMESTIC PARTNER'S: mother, father, grandmother, grandfather, son, daughter, stepparent, stepchild or grandchild.

9143 Other Than Immediate Family  
Up to one (1) day of leave may be granted to employees by the Superintendent or Director of Human Resources to attend funeral services for a person not listed in Section 9141 or 9142.

9150 Court Service

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

9160 Industrial Accident or Illness

Industrial accident or illness leave shall be granted to unit members for occupational injury or illness.

9161 Regulations

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

9161.1 Time Limits

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

9161.2 Non-accumulation

Allowable leave shall not be accumulated from year to year.

9161.3 Start Date

Industrial leave shall commence on the first day of absence.

9161.4 Compensation

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

9161.5 Reductions

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

9161.6 Fiscal Year Overlap  
When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due for the same illness or injury.

9161.7 Sick Leave Addition  
Upon termination of the industrial accident or illness leave, the unit member shall be entitled to such sick leave benefits as are required by law. However, if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of the accumulated sick leave that, when added to the temporary disability indemnity, will not result in a payment of more than what would have been received if working.

9161.8 Travel Restrictions  
Any unit member receiving benefits as a result of industrial accident or illness shall remain within the State of California unless the Governing Board authorizes travel outside the state.

9162 Procedures  
The following procedures shall apply to industrial accident or illness leave:

9162.1 Report  
Before salary payments can be made to an absent unit member under the provisions of industrial accident or illness leave, the required Report of Industrial Injury must have been filed with the Business Office.

9162.2 Warrants  
The District shall issue the unit member appropriate salary warrants with deductions for any retirement or other contributions to which the unit member is entitled during the industrial leave period. The unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness.

9162.3 Medical Release  
Unit members shall secure a medical release before being permitted to return to work following a leave for industrial accident or illness.

9170 Elected Officers of State or National Educational Organizations

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

9200 Without Compensation (All Unit Members)

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

9210 Unit members who request a leave of absence under 9200 must complete a request for Leave form. This form may be obtained at the administrative office where the unit member is assigned or from the Human Resources Office. This form should be submitted to the Site Principal. These requests must be properly filled out and must be submitted to the Site Principal 15 working days in advance of the leave.

9220 The class continuity or quality is not seriously threatened by the absence.

9230 Upon the recommendation of the site principal, leave request may be denied for personal travel on days the unit member has contracted to work.

9300 Without Compensation (Federation)

9310 Days Allowed

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

9311 Requirements

Such leave is subject to the following:

9311.1 Advance Notification

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

9311.2 Non-disruptive

The leave will not disrupt the educational process.

9400 Without Compensation (Permanent and Probationary Teachers)

9410 Types of Leaves

9411 Child Care

Unit members shall be entitled with the recommendation of the immediate supervisor and upon written request to Human Resources, to a leave upon the birth/adoption of a child or upon termination of the allowable benefits. Beyond the first year in which the child is born/adopted, the unit member is eligible for leave the following school year.

9412 Other Leaves

9412.1 Type

Upon written request with the recommendation of the immediate supervisor and the approval of the Human Resources Office, a probationary or permanent unit member may be granted a leave of absence for the full assignment without pay for the following purposes:

- 9412.11 Educational Improvement
- 9412.12 Exchange Teaching
- 9412.13 Foreign Service in Government Sponsored Projects
- 9412.14 Peace Corps Assignment
- 9412.15 Health Purposes

9412.2 Conditions

9412.21 Time Limits

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

9412.22 Extensions

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

9413 General Absence

Unit members, upon written request, may be granted a General Leave of Absence for the full assignment with the recommendation of the immediate supervisor and the approval of the Human Resources Office.

9413.1 Conditions  
General absence leaves are subject to the following conditions:

9413.11 Purpose  
Such leaves may be taken for any purpose.

9413.12 Time Limits  
Such leave shall not be for less than a semester or more than one year.

9413.13 No Partial Assignment Leaves  
Such leaves may only be granted for the full assignment.

9414 Assignment With A Participating District  
In the event a participating district withdraws from the consortium and maintains an adult education program of its own, a permanent or probationary unit member who was assigned in the withdrawing district immediately preceding withdrawal, shall upon written request, be granted an unpaid leave of absence to accept an assignment with the program established by the withdrawing district.

9414.1 Conditions  
Leaves to accept an assignment with a district withdrawn from the consortium are subject to the following conditions:

9414.11 Time Limits  
Such leave shall not be less than or more than one year.

9414.12 No Partial Assignment Leaves  
Such leaves shall only be granted for the full assignment in the withdrawing district.

9420 General Provisions for Approved Leaves Without Compensation  
The following provisions shall apply except as specified otherwise in this Agreement.

9421 Notification  
A unit member on a leave is responsible for keeping the District advised of his/her current address. The unit member on leave is also

responsible to respond in writing within two weeks to written inquires of the District concerning the unit member's intent with respect to his/her employment. If the unit member fails to respond to such inquiries, the District may proceed to schedule on the assumption that the unit member is not returning. If the unit member later notifies the District of his/her intent to return, the District will be under no obligation to change any assignments made prior to that date. The unit member will be entitled to whatever substitute or other classes may open up after the date of notification, provided of course that the unit member is qualified to teach them.

9422 Limit On Number

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

9423 Termination Time

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

9424 Seniority and Salary Increments

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

9425 Benefits

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

9426 Service As Substitute

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

9427 Part-Time Leaves

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

9500 Long Term Illness or Injury Fringe Benefit Coverage

Upon written request a unit member who has been employed in a State Funded/Mandated Program by the District and received health fringe benefits for five years and who suffers from a long term illness or injury will be granted additional District paid fringe benefit coverage in the same prorated basis as outlined in Section 16320 (Employer-Employee Contributions) for long term illness

or injury subject to the following:

- 9510 Long term illness or injury is defined to mean a medically determinable illness or injury that prevents a unit member from performing his/her normal job duties and is expected to incapacitate a unit member for an extended period.
- 9520 The unit member will not be eligible for additional fringe benefit coverage for long term illness or injury until he/she has exhausted all of his/her sick leave or other paid time off.
- 9530 The unit member will submit a doctor's certification describing the serious health condition, stating the diagnosis and the expected date of recovery and return to work. The doctor's certification will be submitted to the Superintendent and/or Director of Human Resources, who will then determine if the unit member is eligible to receive additional fringe benefit coverage for long term illness or injury. The doctor's certification will remain confidential except as necessary to grant the additional fringe benefit coverage for long term illness or injury and unless the issue is at issue in an arbitration dispute or in litigation.
- 9540 Unit members granted additional District paid fringe benefit coverage for long term illness or injury will continue to receive fully paid benefits under the ten current benefit schedule from the expiration of his/her sick leave or other paid time off for a maximum period of up to twelve (12) months depending on the period of incapacitation due to the long term illness or injury. The twelve-month period shall include any entitlement to family care leave under the Family Rights Act of 1991. Any unused balance of the twelve (12) months of fringe benefit coverage for the long term illness or injury can be used by the unit member under the conditions required for granting additional District paid fringe benefit coverage for long term illness or injury for any subsequent long term illness or injury that may occur. A unit member may again be considered for additional District paid fringe benefit coverage for long-term illness or injury for up to twelve months after five (5) years from the expirations of any prior additional fringe benefit coverage for long term illness or injury granted pursuant to this Article.
- 9550 Unit member may at his/her option reimburse the District for fringe benefit premiums previously paid by the District under the provisions of this section within six (6) months of return to work. Reimbursement will allow the unit member to retain the right to receive additional District paid fringe benefit coverage for long-term illness or injury as described in this section at District expense as if the coverage had not been utilized.

**ARTICLE 10000**  
**JOB SECURITY**

10100 Definitions

10110 Seniority

For the purposes of this section of the contract, except as otherwise specified herein, “seniority” shall be determined by the first date of rendered paid regular certificated service with Metropolitan Education District. The unit member with the earliest date of rendered paid unbroken service shall be designated as having greater seniority.

10111 Seniority for Education Code Layoff

For the purpose of layoff under the provisions of Education Code Section 44955 and 44949, seniority shall be determined by the first day of rendered paid service as a probationary employee. As between unit members who first rendered paid service to the District on the same date, the following criteria shall be used for breaking a tie in the order listed:

CRITERION #1: The greater number of hours as a unit member with MetroED at the end of the year preceding the ranking shall have the highest seniority.

CRITERION #2: The greater number of hours as a unit member in District mandated classes during the school year preceding the ranking shall have the highest seniority.

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

10120 Break In Service

A break in service shall be defined as any length of time not in service to the district as the result of a resignation, or two consecutive semesters with no rendered paid service, or dismissal for cause. When a probationary or permanent unit member’s services are terminated for lack of enrollment or discontinuance of service or are otherwise interrupted in a manner declared by law not to constitute a break in service, the original order of employment shall stand.

- 10130      Job Status  
Job status is the unit member's classification as permanent, probationary, or temporary. Permanent unit members shall be designated as having greatest job status, followed by probationary and temporary in that order. Temporary unit members have limited rights and may be dismissed subject to the provisions contained in this contract or by statute.
- 10140      Eligibility for Probationary Status  
Unit members who teach more than 60 percent of a full time load and teach 75 percent of the school year shall be classified as a probationary employee.
- 10141      Summer school and/or extended year assignments shall not accrue toward eligibility for probationary status.
- 10142      Curriculum Specialist assignments shall not accrue toward eligibility for probationary status.
- 10150      Eligibility for Permanent Status  
A MAEP unit member who has achieved probationary status and is retained for the third school year after two (2) consecutive years of teaching shall achieve permanent status in the third year.
- 10151      Permanent status shall be for the average number of hours per week taught during the two (2) probationary years exclusive of any summer school and/or extended year assignment, except as indicated otherwise in this contract.
- 10152      Temporary teachers who have taught five (5) or more years of unbroken service to the District and have current assignments of nine (9) hours or more per week who have a break in service but return to MetroED within a 39-month period will retain their original hire date.
- 10153      Acceptance of a reduced number of hours from the average of the two consecutive probationary years shall constitute permanent status for the reduced number of hours.

10153.1 If the unit member later returns to the average number of hours or more, permanent status will return to the average of the two probationary years.

10153.2 Permanent unit members who have a break in service but return to MetroED within a 39-month period will retain their permanent status but receive a new hire date. Education Code sections 44931 and 44848.

10154 Reasonable efforts will be made to assign permanent unit members to as many hours as they taught in the immediately preceding school year. "Reasonable efforts" will be defined to include the following criteria:

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

Where two or more unit members are qualified for a particular assignment, the unit member having the greatest seniority will be given the assignment.

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

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

10155 Curriculum Specialist Effective July 1, 2006, Curriculum Specialist hours will be counted toward seniority and benefit eligibility, but only teaching hours will be considered for permanent status. If a Curriculum Specialist's assignment terminates, the District will make

reasonable efforts to assign unit members to as many teaching hours she/he had prior to accepting curriculum specialist assignment. Permanent unit members will retain the same number of permanent hours held prior to accepting the curriculum specialist assignment.

10160 Temporary Status

Unit members who are not probationary or permanent shall be classified as temporary. ("Temporary" and "non-probationary" are synonymous for the purpose of this contract.)

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

10170 Regional Occupational Center/Program Teachers

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

10180 Service in Categorically Funded

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

10200 Job Announcements

The District will disseminate announcements of open positions to all centers with regularly assigned clerical staff on site. An open position is defined as an assignment that is unfilled after the reassignment and/or seniority provisions of Section 10530 of this Agreement have been met.

10210      Postings  
Job announcements will be posted on a bulletin board at locations where the District has exclusive use of the facility and placed in a folder marked “Job Announcements” on the counter at locations where the District does not have exclusive use of the facilities. Each job announcement shall be posted for a minimum of five (5) workdays.

The date of the job announcement shall be stamped on the job announcement at the Central Office. For the purpose of determining the five workdays posting requirement, the first workday following the date stamped on the job announcement by the Central Office shall be considered the first workday for which the job announcement is posted. The date the job announcement is actually posted at the site will also be marked on the job announcement for purposes of reference.

10220      Information Included  
The job announcements shall include, but not be limited to information stating the position, location, time, salary, credential required, experience preferred, effective date, and application procedure.

10230      Posting Time  
Each job announcement shall be posted for a minimum of five (5) workdays at locations open five (5) days a week.

10240      Communication of Procedure  
Unit members will be informed by the District at least once each year of the job announcement procedures.

10250      Federation Copy  
The District will send a copy of job announcements to the Federation at the same time copies are sent to the Metropolitan Education District’s centers.

10300      Job Interviews

When applications for open positions are made by unit members, an interview will be granted to the three (3) unit members with the earliest seniority dates who also meet the credential experience and other qualifications required by the position. Other applicants may also be interviewed.

10400      Selection Process

Open positions will be filled with the best qualified applicant based on credential, experience and other relevant qualifications. AFT may recommend a unit member to be invited to participate in the selection process for open positions in mandated programs subject to management approval. The decision of the site administrator regarding approval of the recommended AFT panel member shall be final and is not grievable.

10410      Equal Qualifications

In the event that two or more finalists have equal credentials, experience and other qualifications, the position shall be filled with the one who has the earliest seniority date, if such selection is consistent with affirmative action goals.

10420      The responsible Administrator shall have discretion in making the above determinations.

10430      Summer School

Summer school positions will be filled by applicants from within the District unless there are more qualified outside applicants. The responsible Administrator shall have discretion in making the above determinations.

10500      Assignments

Priority in assignments shall be given in accordance with the following criteria. Assignments, reassignments, class cancellations, etc. shall be made on the basis of the educational needs and/or budget considerations of the program and the provisions of this contract. The responsible Administrator shall have discretion in making the above determinations. Unit members who are not reassigned classes will be given a reason in writing if requested. Reasons include, but are not limited to, funding, levels of community interest/need, enrollment and attendance, instructor is no longer qualified due to lack of certification or credentials, equipment and/or facility availability and job market needs.

10510      Prior Assignment

A unit member who has taught a class the previous two (2) semesters to the satisfaction of the District shall have priority in teaching that class (same subject, level, time, and location) the next time it is offered unless it is necessary for the District to assign another teacher to that class in order to meet the reassignment provisions of Sections 10530 through 10562.

- 10515      Probationary and Permanent Teachers  
During any school year, probationary and permanent teachers shall be scheduled for not less than the number of hours to which each is entitled based on prior assignments. The hours to which a permanent or probationary teacher is entitled may be scheduled during the summer session with the agreement of the unit member and will be considered as a part of the total hours to which the unit member is entitled. Acceptance of summer hours under this section will not affect the unit member's benefit coverage.
- 10520      Divided Classes  
A teacher of a large class that is divided into two (2) sections shall have priority to teach the recombined class if attendance later becomes inadequate to support two (2) classes, provided it is not necessary for the District to assign another teacher to that class to meet the reassignment provisions of Sections 10530 through 10562.
- 10530      Reassignment of Permanent and Probationary Unit Members  
Whenever possible, permanent and probationary unit members being reassigned will be given a similar schedule to the immediately preceding assignment.
- 10531      Partial Leave After Reassignment  
Whenever a permanent or probationary unit member is assigned to teach different hours from the current assignment in an ensuing semester, the unit member and the District agree to a partial, unpaid leave of absence subject to provisions of Sections 9413.12, 9421, and 9423.
- 10532      Reassignment to Dropped Hours  
Reasonable efforts will be made to avoid reassigning a permanent or probationary employee to a time slot previously declined by the unit member when such previous reassignment resulted in a reduction in the employee's permanent status hours. The discretion in making such reassignment shall rest with the responsible administrator.
- 10533      Split Shift Assignments  
When it is necessary to assign permanent and probationary unit member to teach classes in which the difference in time between the end of

the first class and the beginning of the second class is greater than two hours the following criteria will be considered in determining those to be assigned to the split shift:

- a. Legal or state requirements
- b. Seniority of the employees
- c. The needs of the program

Discretion in making such reassignments shall rest with the responsible administrator.

10540 Release of Temporary Teachers

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

- 10541 Legal or state requirements
- 10542 Seniority of person to be released
- 10543 The needs of the program

10550 Retention of Temporary Teachers

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

10560 Reassignment of Temporary Teacher

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

- 15061 Legal or state requirements
- 15062 Seniority of person to be reassigned
- 15063 The needs of the program

10570 Seniority Dates

Any current District prepared seniority list of Federation members will be made available to the Federation, upon request.

10580 The District will take into consideration unit member requests for assignments in meeting the needs of the program. In cases where there are conflicting requests from unit members and the needs of the District would be met equally by either unit member, preference will be given to the request of the unit member with the most seniority.

10590 Assignment Letters  
Assignment letters will be issued to all unit members. Assignments are subject to change due to budget considerations, provisions of this contract, program needs, or legal mandates.

Unit members with 3,000 or more hours or 15 hours/week for more than three (3) years will be notified in writing of the District's intent not to reemploy the unit member.

The District will mail the notification in accordance with the fall and spring schedule for assignment letters.

10591 Fall Semester  
The District will make reasonable efforts to mail or deliver assignment letters for the Fall semester three weeks before the first day of classes each year.

10592 Spring Semester  
The District will make reasonable efforts to mail or deliver assignment letters for the Spring semester three weeks before the first day of classes each year.

10593 New Hires  
New employees will be issued assignment letters as soon as is practical.

10594 Assignment Letters  
Unit members with 3,000 or more hours and 15 hours/week for more than five (5) years of employment with the District will be notified in writing when the class schedule is being developed if the District is planning not to offer the unit member's class.

10600

Personnel Files

- 10610 Material in personnel files that may serve as a basis for affecting the status of employment, will be made available for the inspection of the person involved and with his/her permission, designated representative. Items excluded from examination of the personnel file are: (1) items obtained prior to the employment of the person involved; (2) items prepared by identifiable examination and/or interview committee members; and (3) items obtained in connection with a promotional and/or interview examination.
- 10620 Information of a derogatory nature, except material mentioned above, shall not be entered or filed unless, and until, the unit member is given notice and an opportunity to review and comment thereon. The unit member may respond in writing within fifteen (15) workdays after notification of the existence of the derogatory information.
- 10621 A unit member shall have the right to enter and have attached to any such derogatory statement, his/her comments thereon.
- 10630 Every unit member or, upon written authorization by the employee, his/her designee shall be permitted to examine and/or obtain copies of materials in said unit member's personnel file. Copies will be provided at a cost of ten cents per page.
- 10640 When a unit member or his/her designated representative wishes to review the employee's personnel file, he/she shall schedule an appointment through the Human Resources Office for review during the normal business hours maintained by the Human Resources Office. A human resources officer or employee must be present with the unit member and/or his/her designated representative during any such review to ensure the security of the file.
- 10650 The contents of all personnel files shall be kept in the strictest confidence.
- 10660 The removal of any material from a unit member's personnel file shall be consistent with Title V of the California Administrative Code, 10620 – 16030.

10700

District Complaint Procedures

10710 No disciplinary action, negative and/or unsatisfactory evaluation shall be taken based upon information received from a complaint filed under the District's policy for complaints from the public unless the following procedure has been followed:

10711 The unit member will be advised of the existence and substance of the complaint within five (5) workdays of receipt of the complaint.

10712 Should either party or administrator believe that the allegations in the complaint warrant a meeting, the immediate supervisor may at his/her discretion schedule a meeting between the unit member and the complainant. If such a meeting is scheduled during the unit member's normal work time, the unit member will be released without loss of pay to attend the meeting. The complainant may be accompanied at such meeting by an advocate.

10713 The unit member may respond to the substance of the complaint orally or in writing within ten (10) workdays after notification of the complaint. At any meeting called to discuss the complaint, the unit member may be represented by a Federation representative.

10714 The unit member will be given a copy of the administrator's report. Any written response made by the unit member will be attached to the written report of the administrator.

10715 Complaints, which are withdrawn or shown to be false, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member. Complaints that the administrator believes to be true based upon a reasonable investigation may be, following this procedure, placed in the unit member's personnel file. Any complaint, which is neither determined to be true or false, will be put in a "complaint file" for a period of three (3) years. Such a complaint will be disregarded and destroyed after three (3)

years from the date of the complaint, unless a similar complaint regarding the same unit member is filed during that three (3) year period; in that case, the first complaint will become part of the complaint file and will be dealt with, consistent with this procedure, as part of the second complaint.

10716 As provided in Education Code Section 44031, the unit member will be given release time to respond to any information of a derogatory nature before it is put in their personnel file.

10717 The removal of any material from a unit member's personnel file shall be consistent with the Public Records Act.

10800 Effects or Impact of Layoff

10810 The District will provide the Federation with a copy of the unit member seniority list within five (5) workdays after the District's final draft is compiled if requested by the Federation.

10820 The District will provide to the Federation current seniority lists on November 1 and February 1.

10830 The District will provide a list of credentials held in the same manner as the information provided concerning the seniority list.

10840 The Superintendent or designee will upon request meet monthly with the Federation to provide an update on layoffs including any decision or recommendation made to the Governing Board regarding layoffs.

10850 The District agrees that it will take such action necessary to insure conformity with the provisions of and regulations adopted pursuant to Title XXII of the Consolidated Omnibus Budget Reconciliation Act of 1985, which provides an extension of employee health plan coverage to employees and their spouses and dependents under certain conditions.

10860 The parties agree that by complying with the terms of this Article, they have fully satisfied any obligation to bargain the effects or impact of any layoff affecting unit members.

10870      Substituting

10871      Unit members with 3,000 or more hours and 15 hours/week for more than five (5) years of employment with the District who have a reduction in hours of employment and there is no other assignment available will notify the immediate site supervisor of their interest in substituting.

10872      Unit members with 3,000 or more hours and 15 hours/week for more than five (5) years of employment with the District who have a reduction in hours of employment will be contacted for substitute assignments for which they are qualified and have the appropriate degree and credential.

10873      The administrators will maintain a log of substitutes contacted. Unit members with 3,000 or more hours and 15 hours per week for more than 5 years of employment with the District who have indicated an interest in substituting will be contacted first. The administrators substitute log will be the official record the unit member was contacted.

10900      Substitutes

Efforts will be made to obtain substitutes for absent teachers subject to availability of appropriately credentialed personnel and sufficient funds. In the event that no substitute was obtained, upon notification of return by the absent teacher, efforts will be made to notify all students of the teacher's return. Unit members may call in and report absences by placing a message on a message machine at either the SVAE or the SCTE, whichever is applicable. Unit members should give the District as much advance notice of absences as possible.

**ARTICLE 11000**  
**CLASS SIZE**

- 11100 Maximums for Mandated Classes  
The maximum class size shall be an average attendance per hour of thirty-three (33) students in all programs areas except Adult Basic Education, English as a Second Language (Beginning Low level only), High School Subjects Labs, Handicapped, and Pre-school Observation (where children are present.)
- 11110 Excepted Programs Maximums  
The maximum class size in programs excepted by 11100 shall be as follows:
- 11121 Adult Basic Education  
Adult Basic Education (ABE) classes shall have a maximum average attendance per hour of twenty-three (23) students.
- 11122 High School Subjects Labs  
High School subjects Labs shall have a maximum average attendance per hour of twenty-three (23) students.
- 11123 Pre-school Observation  
Pre-school Observation classes (where children are present) shall have a maximum average attendance per hour of twenty-five (25) students.
- 11124 Disabled Adult Programs  
The maximum average attendance per hour in disabled adult programs shall be as follows:
- |                     |             |
|---------------------|-------------|
| Moderately Disabled | 25 students |
| Severely Disabled   | 17 students |
| Acutely Disabled    | 15 students |
| Sheltered Workshops | 25 students |
- 11125 Beginning Low ESL  
Beginning Low English as a Second Language (ESL) classes shall have a maximum average attendance per hour of twenty-five (25) students.
- 11130 Average Attendance Per Hour Definition  
Average attendance per hour is derived by dividing the total hours of student attendance by the instructional hours.

- 11140      Overload Procedures  
The following procedures apply in classes where the average attendance per hour exceeds the maximums established.
- 11141      Number of Sessions  
Unit members will carry up to a 25 percent overload for two sessions in classes meeting once a week, for three sessions in classes meeting twice a week and for five sessions in classes meeting three or more times a week.
- 11142      Remedial Measures  
If there is still an overload by the third session of a class meeting once a week or by the fourth session of a class meeting twice a week or by the sixth session for classes meeting three or more times a week, then the unit member, with appropriate attendance documentation, may request fewer students. The District will then initiate remedial procedures.
- 11150      Exceptions to Maximum Numbers  
The maximum average attendance per hour limitations for purposes of this Article may be exceeded as follows:
- 11151      Agreement to Exceed  
The maximums in any class may be exceeded by teacher and administrator agreement.
- 11152      Physical Activity Classes  
Classes designed primarily for physical activity shall be exempt from the maximum limitations.
- 11153      Lecture Classes  
Classes taught primarily by lecture shall be exempt from the maximum limitations.
- 11154      Work Stations  
Classes requiring work stations shall be limited to the maximum number of stations available.
- 11200      Minimums for Mandated Classes  
Classes may be canceled or subject to cancellation in accordance with the following provisions:

- 11210      Cancellations  
A class with twelve (12) or fewer students may be canceled at any time after conferring with the teacher.
- 11220      Subject to Cancellation  
Classes with thirteen (13) to seventeen (17) students after the first two consecutive sessions if the class meets once a week or the first three consecutive sessions if the class meets twice a week or the first five consecutive sessions if the class meets three or more times a week may be subject to cancellation after conferring with the teacher.
- 11230      Criteria for Continuance of classes  
The District will use one or more of the following criteria for determining continuance of classes with fewer than the required numbers:
- a.      Number of other sections
  - b.      Level of the class
  - c.      Nearness to completion
  - d.      Program priority (as determined by community, district, and state)
  - e.      Location
  - f.      Newness of center
  - g.      Graduation or certificate requirements
  - h.      Participating district needs
  - i.      Pilot program
  - j.      Other criteria (to be specified if used)
- 11240      CCOC Class Cancellation – Study Committee  
The Federation and the District will form a study committee to jointly develop administrative guidelines for cancellation of federal/state funded classes at CCOC.
- 11250      CCOC Hourly Teachers – Class Cancellation  
CCOC day hourly teachers with 3,000 or more hours and more than five (5) years of employment with the District and whose assignment is thirty hours per week will be given a thirty-day written notification if their class is canceled.

**ARTICLE 12000**  
**CALENDAR**

- 12100     Length of Classes  
Length of classes shall be determined by the District based on the objectives of the course as approved by the State Department of Education. Like courses shall be scheduled or the same minimum of weeks throughout the program, with the exception of local and legal holidays.
- 12110     Deviations from Established Schedule  
Classes may be ended or extended by the District according to the needs of the Division. Prior to such alterations of the established class schedule, the District shall notify the Federation, comply with reasonable requests for information, and, upon request, meet to discuss the changes with the Federation.
- 12111     Individual Classes  
In the case of individual classes where time may not permit prior notification of changes (for other reasons than those specified in Section 11200), the District will provide information to the Federation relative to the change as soon as possible.
- 12200     Calendar Conference  
The District shall confer with the Federation prior to the Approval of the Academic calendar by the Governing Board.

**ARTICLE 13000**  
**EVALUATION**

The purpose of the evaluation is to promote the professional growth and development of all unit members and to ensure a satisfactory level of staff competency and performance. The educational program will be improved by promoting professional growth, improving services to the students and employee accountability for the accomplishment of District goals and objectives.

- 13100     The District will develop a list of names indicating the rotational period for regularly schedule evaluation. The list will be provided to the Federal. Every unit member new to the District will be evaluated at least once per year during the first three years of employment.

- 13200 SVAE Program teachers and SVCTE Center teachers without a current positive evaluation will be evaluated every year until they have had a positive evaluation, satisfactorily participated in a remediation plan, or been terminated. Probationary teachers will be evaluated each year. Permanent teacher will be evaluated every other year. Teachers with previous positive evaluations may be evaluated every five years if mutually agree between the unit member and the immediate supervisor and approved by the Human Resources Director. This does not preclude the District from performing additional evaluations if there are indications that improvement is needed.
- 13300 Each unit member scheduled for an evaluation will be informed in writing within the first six weeks of the year of his/her regularly scheduled evaluation.
- 13400 Each unit member being evaluated will be evaluated by either his/her immediate supervisor, other District administrator or qualified designee.
- 13500 Every unit member evaluated pursuant to this Article will be given a copy of their completed Teacher Performance evaluation and the original will be placed in the employee's personnel file. The unit member may comment in writing regarding the evaluation.
- 13600 The evaluation process will be explained to the unit member before the regularly scheduled evaluation. The evaluation form will be mutually agreed upon by the Federation and the District. (Appendix C). The process will include:
- a. Pre-meeting with unit member and supervisor;
  - b. Classroom Observation(s); and
  - c. Post-meeting with unit member and supervisor.
- 13650 Evaluations observations will not be conducted during the last two weeks of the semester or during the summer.
- 13700 The District shall evaluate and assess employee competence as it reasonably relates to the California Standards for the Teaching Profession:
- a. **Standard I** – Engaging and supporting all students in learning
  - b. **Standard II** – Creating and maintaining effective environments for student learning

- c. **Standard III** – Understanding and organizing subject matter for student learning
- d. **Standard IV** – Planning instruction and designing learning experiences for all students
- e. **Standard V** – Assessing student learning
- f. **Standard VI** – Developing as a professional educator

13800 REMEDIATION

13810 A unit member who receives an evaluation, which indicates remediation is needed, will meet with his/her immediate supervisor to develop a remediation plan.

13811 Unit members at this point may request a different administrator be assigned to work with them during the remediation process.

13820 The specific deficiencies will be given to the unit member in writing.

13830 The remediation plan shall include specific steps to remediate the performance deficiencies as well as specific goals and timesheets..

13840 The unit member and assigned administrator will agree upon a time period to show progress toward remediating the performance deficiencies. If the unit member and administrator are unable to agree upon a time period, it will become 60 days.

13850 At the end of agreed period, the unit member will be informed in writing, by the administrator, of his/her progress.

13851 A unit member who has successfully completed the remediation process will be informed in writing with a copy of the evaluation placed in the unit member's personnel file.

13852 A unit member who is making progress but has not satisfactorily corrected performance deficiencies will be informed in writing of the continued performance deficiencies and

possibility of termination. A second remediation plan may be considered if appropriate.

- 13853 A unit member who has failed to satisfactorily correct the performance deficiencies after completing the remediation plan(s) will be notified in writing that the District intends to terminate the unit member. The District will give a reason for the decision to terminate.
- 13860 The unit member shall be given at least 30 calendar days notice of the date of termination.
- 13870 A unit member who has a dispute regarding adherence to the evaluation/remediation procedure under Article 13000 and who has been employed by the District for 3,000 or more hours or has been employed 15 hours a week for more than three (3) years is subject to Article 6000 – Grievance Procedures.
- 13880 Other unit members with a dispute regarding adherence to procedures under Article 13000 may appeal to the next appropriate level of administration. The final appeal will be made to the Director of Human Resources whose decision is final.
- 13881 The content of individual evaluations is not subject to grievance under Article 6000 – Grievance Procedures.

#### **ARTICLE 14000** **MEETING TIME**

- 14100 When three or more classes are held simultaneously in the same mandated subject area in the same center and a need exists for unit members to spend time coordinating the movement of students among the classes, the unit members may request time to meet. With the approval of the principal, classes may be dismissed one-half hour early to allow teachers coordination time not to exceed three times per semester. Compensation will be for the hours the class is regularly scheduled.

**ARTICLE 15000**  
**SALARY**

15100 General Provisions

15110 Hourly Rate

All unit members in Federal/State supported programs shall be paid at the appropriate hourly rate stipulated in Appendix A.

15111 2013-14 - The District will provide a 3.0% increase to the salary schedule retroactive to July 1, 2013. The District shall provide notice to AFT of the date of the payment. The District's intent is to make the payment approximately by the Jun 30, 2014 payroll and contingent upon the full ratification of the Agreement.

15112 That the District will provide each bargaining unit employee, who is in paid status for at least seventy-five percent of the days of that employee's regularly scheduled work year during the 2013-14 school year and is employed as of the date of the full ratification of the parties' agreement, with a one-time, lump sum "off the schedule" payment equal to 3.0% of each bargaining unit employee's salary as set forth in the 2013-14 salary schedule. The off the salary schedule payment shall be based on the bargaining unit employees' salary schedule for the 2013-14 school year in effect before the District provides the 3.0% increase to the salary schedule. The District shall provide notice to AFT of the date of payment. The District's intent is to make the payment approximately by the June 30, 2014 payroll and contingent upon the full ratification of the Agreement.

15113 Should the District negotiate an increase that is in excess of that provided for in Article 15111 of this Agreement with any other unit, AFT shall have the right to reopen negotiations on Article 15100 for the purpose of making the Federation's percentage increase at least equal to that of the other units.

- 15120      Salary Schedule  
The salary schedule shall consist of six (6) steps with hourly rates as indicated in Appendix A.
- 15121      Effective July 1, 2007, Curriculum Specialist will be paid at Step 6 plus 10%.
- 15130      Class Time  
Compensation shall be for services rendered during the scheduled hours of the class, except as otherwise provided herein.
- 15140      New Teachers  
Teachers newly hired by the District shall receive three hours of paid in-service. In-service is defined as teacher orientation including meeting with clerical and administrative staff on site to review time sheets, class rolls, etc.
- 15150      Paid Meetings – The District will pay unit members the rate of \$16 per hour to attend specified District called meetings. The district will notify unit members when paid meetings will be held. The unit member will submit signed time sheets approved by the site administrator for approval of attendance at specified District paid meetings.
- 15160      SVAE unit members in Federal/State supported programs (EI Civics, ABE, ESL, GED/HS, and ISP) shall be provided with the following stipends as long as the deliverables are specified in the grant. Stipends shall be paid in two lump sums an amount as close to the end of each semester as possible for time spent on accountability tasks outside of the classroom time in the following amounts:
- |               |                                    |
|---------------|------------------------------------|
| ESL/EI Civics | 10 hours per school year per class |
| ABE           | 6 hours per school year per class  |
| ESL           | 6 hours per school year per class  |
| GED/HS        | 6 hours per school year per class  |
| ISP           | 6 hours per school year per class  |

15200      Initial Placement on Salary Schedule

15210      Initial placement on the salary schedule shall be at Step One (1). Credit for step placement may be granted for teaching/counseling experience in adult education or industrial experience. The Director of Human Resources may authorize the placement at not higher than Step Two (2) of the salary schedule or the Superintendent or his/her designee may authorize the placement at Step Three (3) of the salary schedule,. The District will confer with the Federation regarding any advanced initial step placement.

15300      Advancement on Salary Schedule

15310      Unit members will move from step 1 to step 2 on the salary schedule after teaching one year and 450 teaching hours not to include substitute hours.

15320      Unit members will move from step 2 to step 3 on the salary schedule after teaching two years and 450 hours not to include substitute hours.

15330      Unit members will move from step 3 to the next step on the salary schedule after teaching 900 hours not to include substitute hours. A clear credential is necessary to advance to the final step 6.

Step 1 to Step 2	450 hours & one year
Step 2 to Step 3	450 hours & two years
Step 3 to Step 4	900 hours
Step 4 to Step 5	900 hours
Step 5 to Step 6	900 hours plus clear credential

15340      Prior Service  
Unit members will be credited for hours of regular service accrued in prior years while employed in MetroED when being placed on the salary schedule.

15350      Effective Date  
New rates shall become effective on July 1 of the year following the attainment of the requisite hours for movement to the next higher step or steps.

- 15400      Retirement Bonus  
Unit members who reach the age of 60 years with more than 20 years with MetroED and who are not eligible for STRS sick leave service credit shall receive a bonus not to exceed \$500 upon retirement. The District shall spend no more than \$1,500 annually on such bonuses. Any unit member accepting this bonus can only receive it once. Any unit member accepting this bonus will not be employed for any teaching position other than substituting at the District's request after receipt of this retirement bonus.
- 15500      Substitute – When unit members substitute, the compensation shall be the same hourly rate the unit member would receive in a regular teaching assignment for every hour of substitute service.
- 15600      Any unit member who has a regular assignment and is acting as a substitute teacher for 25 percent or more of one quarter/semester class will accrue sick leave hours per the agreement. Such sick leave accrual shall be retroactive to the first day of the substitute service. Sick leave hours accrued can be used only for regular assignments.

**ARTICLE 16000**  
**EMPLOYEE BENEFITS**

- 16100      Plans Available
- 16110      Health Insurance  
The health insurance plans approved by the Governing Board are stipulated in Appendix B.
- 16120      Dental Insurance  
The dental insurance plan approved by the Governing Board is stipulated in Appendix B.
- 16130      Life Insurance  
The life insurance plans approved by the Governing Board is stipulated in Appendix B.
- 16200      Eligibility
- 16210      Initial Participation  
A unit member whose current assignment is a minimum of 15 hours per week, exclusive of summer school, shall be eligible for benefits provided their assignment continues at the qualifying level set forth in Section 16310.

16211 If a unit member is also employed by the District in another bargaining unit, all hours of employment shall be counted toward eligibility under the criteria set forth in Section 16210.

16220 Continued Eligibility  
Unit members who are assigned for a minimum of fifteen (15) hours per week for thirteen (13) weeks in a subsequent semester shall retain eligibility if the unit member qualified at any time during the prior twelve (12) months, exclusive of summer school.

16230 Changes in Assignment (Increase or decrease of hours)

16231 Prior to Deadline  
If a change in hours assigned (between 15 and 30 hours a week) occurs prior to the deadline dates established for application for each semester, the new hours shall determine the rate of contribution for that semester.

16232 After Deadline  
If a change in the hours assigned occurs after the application deadline dates, the rate of contribution shall continue as it was established at the beginning of the semester until the end of that semester unless the assignment is terminated completely in which case coverage ceases.

16300 Contribution

16310 Employer-Employee Contributions  
Contributions are based on the following percentages. Dollar amounts for District and employee contributions for each of the available plans are stipulated in Appendix B up to CAP total (see article 16320).

<u>Assigned Hours Per Week</u>	<u>FTE Equivalent</u>	<u>Contribution</u>	
		<u>Employer</u>	<u>Employee</u>
15-19	50%	50%	50%
20-24	67%	67%	33%
25+	100%	100%	0%

16320 Upon application, MetroED will contribute up to \$15,844 (2013-14) total annual cost toward medical, dental and life insurance premiums for each unit member eligible under Article 16200. The District-paid fringe benefit CAP shall be increased annually by at least 5% or the State COLA received by the District, whichever is greater. If total benefit costs exceed the annual CAP as adjusted annually pursuant to this Article, the difference will be divided amongst all participating District employees and paid by automatic withdrawal via payroll deduction from each District employee's paycheck. Part-time employees' benefit costs and contributions will be prorated. Any deduction for benefit costs via payroll deduction may be eligible for the District 125 plan.

16321 The Parties agree to work together through the MetroED Health Benefits Task Force to review the District's current medical and dental benefits programs and to make recommendations about possible changes to the plans or to vendor relationships.

16330 Coverage During Summer Months  
If covered during the Spring semester, coverage will be continued during the Summer months if it is anticipated that the unit member will be assigned in the Fall semester.

16331 Collection for Summer Months  
Collection of the part-time bargaining unit member's portion for summer coverage will be made by a two-month deduction on the unit member's April and May payroll to assure coverage for the months July and August.

16400 IRC 125 PLAN

16410 The District will provide an IRC 125 plan to all unit members with fifteen (15) or more hours per week of employment with the District. The District will pay the cost of the administrative fee. The plan will include premium conversion, dependent care and unreimbursed medical costs.

The maximum contribution by the unit member into the dependent care plan shall be \$5,000. The maximum contribution by the employee into the unreimbursed medical plan shall be \$2,000. The Plan administrator shall be determined by the District. The plan year shall be October 1 to September 30.

16500 STRS PICKUP

The District implemented the STRS pick-up program for treatment of employee's contributions to STRS effective May 10, 1993. (NOTE: the definition of pick-up program does not mean the District pays the employee contribution to STRS)

**ARTICLE 17000  
SPECIFIC PROVISIONS**

17100 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices, policies and procedures, and over state laws to the extent permitted by state law. When interpreting any provisions of this Agreement, the past practices prior to July 1, 1983 with regard to any such provision shall not necessarily control.

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

17300 The provisions of the California Education Code shall take precedence over this Agreement.

**ARTICLE 18000**  
**SAVINGS PROVISION**

18000 If any provisions of this Agreement are held to be contrary to law by new legislation, by a court of competent jurisdiction or governmental administrative District having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent deemed valid by law, but all other provisions will continued in full force and effect.

**ARTICLE 19000**  
**DISCIPLINE**

19100 Unit member may not be disciplined except for just cause.

19200 The term “discipline” as used in this article, specifically does not include directives, termination for performance reasons or layoff, or the implementation of other articles of this Agreement, which shall not be used for disciplinary purposes.

19300 In general, principles of progressive discipline will be followed. No unit member may be disciplined under this article, up to and including discharge, unless said unit member has been counseled by his/her immediate supervisor and has been given a reasonable opportunity to correct the conduct or deficiencies. Should said unit member fail to correct the conduct or specified deficiencies within a reasonable period of time, the immediate supervisor shall put his/her concerns in a written warning, which shall specify necessary corrective action, before any additional disciplinary action can be taken.

19310 Progressive discipline will generally include the following steps:

- A. Verbal warning and/or counseling;
- B. Written warning, which may be a confirmation of verbal warning;
- C. Written reprimand; which a copy will be placed in the employee’s personnel file;
- D. Suspension with pay or without pay;
- E. Discharge; unless for performance reasons, layoff or discharge under Article 19400 is exempt from the progressive discipline step.

- 19320 The parties may mutually agree to other disciplinary action as appropriate; however, the employer will make the final decision.
- 19330 “Discipline” may include a suspension without pay for a specific period not to exceed fifteen (15) of the assigned workdays; however, such suspension shall not reduce or deprive the unit member of seniority or any fringe benefits.
- 19400 However, the foregoing Section 19300 shall not apply under any circumstances where the unit member’s performance may constitute a hazard or a clear possibility of a hazard to students or staff or is clearly detrimental to students or staff or involves dishonesty or gross misconduct.
- 19500 A unit member may request the attendance of a Federation Representative in a meeting that may lead to disciplinary action.
- 19600 The District shall notify the Federation concurrently with the notification to the unit member of any disciplinary action involving suspension. Such notice shall include:
- 19610 A copy of this article including the provision that provides for a resolution of any dispute through the grievance procedure.
- 19620 The proposed disciplinary action.
- 19630 A statement of the act(s) or infraction(s) upon which the disciplinary action is based.
- 19640 Where applicable, a statement of the rules, regulations or statutes which the bargaining unit member is alleged to have violated.
- 19700 Information or proceedings regarding actual or proposed disciplinary action shall be kept as confidential as possible.
- 19800 Unit members in community education or tuition-based programs may appeal at the written reprimand level (Article 19300 - #C) disciplinary action to the Director of Human Resources, whose decision is final. The decision is not subject to Article 6000- Grievance Procedures.

**ARTICLE 20000**  
**PHONING STUDENTS**

20100      The District will inform the unit member if it is necessary to call students in his/her class for other than clerical matters, scheduling purposes, attendance or for health and safety reasons of students. The unit member will be informed of the results.

**Article 21000**  
**FEE-SUPPORTED AND NON-CREDENTIAL CLASSES**

Unit members when teaching MetroED classes for which no credential is required shall have the terms of their employment governed solely by Article 21000 and shall be paid in accordance with Article 21400.

21100      Salary

21110      Unit members that have a valid teaching credential and are being paid in accordance with Appendix A as of July 1, 1999, will continue to be paid in accordance with Appendix A as long as they continue to teach Non-credential classes without a break of more than two semesters.

For these unit members, any sick leave earned while teaching non-credential classes can only be used for illness reported in teaching credential classes.

21120      Unit members who have their classes changed from State ADA supported to fee-supported classes shall not have their compensation changed. The unit member recognizes higher fees and teacher pupil ratios may be needed.

21130      Unit members who have their classes changed from fee-supported non-credential classes to State supported shall be paid in accordance with Appendix A if they have an appropriate credential for the subject matter taught.

21140      The District shall have the authority to contract with individual businesses to provide contract non-credential classes.

21200      Working Conditions

21210      Unit members are paid in accordance with Article 21400 shall be exempt from the following provisions of this contract: Articles 6000 (Grievance Procedures); 9000 (Leaves and Absences); 10000 (Job Security); 11000 (Class size); 12100 (Length of Classes); 12300 (Probationary and Permanent Teachers); 13000 (Evaluation); 15000 (Salary); 16000 (Benefits); 19000 (Discipline), 20000 (Phoning students) and side letters and Appendix A.

21300      Complaint Process

21310      Should a unit member who is being compensated under Section 21000 have a complaint related to any article in this section, it may be filed with the Federation.

21320      The unit member or the Federation may bring the complaint to the Director of Human Resources for settlement.

21330      If the unit member or the Federation is not satisfied with the outcome of the complaint settlement, it may then be submitted to the Assistant Superintendent of Instruction.

21340      If the unit member or Federation is not satisfied with the outcome of the complaint settlement, it then may be submitted to a mediator through the State Conciliation Service for mediation.

21341      Each party will be allowed one hour to present the facts to the mediator.

21342      The State Mediator shall render an oral advisory opinion to the parties to resolve the dispute

21350      If the unit member of Federation is not satisfied with the mediator's oral opinion, the matter shall be submitted to the Superintendent. The Superintendent must give equal weight to the recommendation of the mediator to the recommendation of the Director of HR in rendering the final decision. The Superintendent's decision shall be final.

21400      SALARY SCHEDULE for Non-Credential Classes  
Effective July 1, 2004  
Hourly Rate: \$22.52

**Article 22000**  
**SIGNATURE CLAUSE**

In witness whereof, the parties to this Agreement have caused these revisions, additions, and appendices to be executed by their agents on this 28th day of May 2014.

**Metropolitan Education District**

**San Jose Federation of Teachers**

NEGOTIATING TEAM  
FOR MANAGEMENT

NEGOTIATING TEAM  
FOR AFT

Tom Mullin  
Debbie Fry  
Bob Beaulieu  
Susan Glass

Daryl Hemenway  
Kathy Jasper

**APPENDIX A**

**SCHEDULE 01 -- HOURLY TEACHERS WITH INCREMENTS  
2013-14  
Effective: 7/1/2013**

**Ratification of Step Movement:**

- Unit member will move from Step 1 to Step 2 with 450 hours and one year of service, not to include substitute hours.
- Unit member will move from Step 2 to Step 3 with *additional* 450 hours and two years of service, not to include substitute hours.

**A. HOURLY SALARY SCHEDULE**

<b><u>STEP</u></b>	<b><u>13 - 14</u></b>
1	35.42
2	36.49
3	37.54
4	38.64
5	39.64
6	40.65

**Curriculum Specialist \$44.72 – 10% above Step 6 as of July 1, 2007**

**B. STEP MOVEMENT**

Per - San Jose Federation of Adult Education Teachers Contract

15320 Advancement on Salary schedule Ratification effective 11/1/99 Hours of regular service (not including substitute service) required to move from one step to the next shall be as follows:

<u>Step</u>	<u>Hours</u>
1	0 - 449
450 hours to move from 1 to 2	450 - 899
450 hours to move from 2 to 3	900 - 1799
900 hours to move from 3 to 4	1800 - 2699
900 hours to move from 4 to 5	2700 - 3599
900 hours to move from 5 to 6	3600+

(plus a clear credential)

**APPENDIX B**

Health, Dental and Insurance Schedule  
Please see Intranet for Current Schedule

