

AGREEMENT

between

SEQUOIA ADULT SCHOOL FEDERATION OF TEACHERS

and the

SEQUOIA UNION HIGH SCHOOL DISTRICT

July 1, 2015 - June 30, 2017

Redwood City, California

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I. AGREEMENT

This Agreement is made and entered into this 4th day of February, 2014, between the Board of Trustees of the Sequoia Union High School District (herein referred to as "the District") and the Sequoia Adult School Federation of Teachers, AFT Local 6294 ("the Union"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the California Government Code.

II. RECOGNITION

The District recognizes the Union as the exclusive representative of the District's certificated adult school teachers pursuant to the Settlement Agreement in PERB Case No. SF-RR-866-E.

III. MANAGEMENT RIGHTS

It is understood and agreed that the District retains all of its powers and authority under the California Government Code, the California Education Code and all other applicable laws except as amended by the terms of this Agreement

IV. UNION RIGHTS

It is understood and agreed that the Union retains all of its powers and authority under the California Government Code, the California Education Code and all other applicable laws except as amended by the terms of this Agreement.

V. DEFINITIONS

- 5.1 "Union" is defined as the Sequoia Adult School Federation of Teachers, CTA/AFT, AFL-CIO or its representatives or the elected officers of the Local.
- 5.2 "District" is defined as the Board of Trustees of the Sequoia Union High School District, the Superintendent, or the designated representatives of the Superintendent.
- 5.3 "Day" or "workday" is defined as a day when any unit members are required to be in attendance.
- 5.4 "Full time" teachers are those who work at least thirty (30) hours per week for 43 weeks per year, and at least 207 days per year.
- 5.5 "Permanent" teachers are those who have taught adult classes for the District for more than 18 hours per week and at least 43 weeks per year, for at least 207 days per year for two consecutive years. The calculation of necessary days begins October 9, 2007. This supersedes the definition of permanent in the tentative agreement dated May 23, 2007.

The parties understand that for the purposes of the definitions of "permanent" and "full time" the number of days the Adult School is in session exceeds 276 in a school year.

- 5.6 "Temporary" teachers are those adult education teachers who are assigned to work 18 hours or less per week, or less than 43 weeks per year, or less than 207 days per year, or who are assigned to work in programs and projects to perform services conducted under contract with public or private agencies, or in categorically funded projects which are not required by federal or state statutes pursuant to Education Code § 44909.

VI. GRIEVANCES

6.1 Definitions

- 6.1.1 A "grievance" is an alleged violation, misinterpretation or misapplication of one or more specific provisions of this Agreement.
- 6.1.2 "Day," for the purposes of this Article only and unless otherwise specified, is any day the District office is open for business and unit members are required to work.
- 6.1.3 "Immediate supervisor" refers to the lowest level administrator or supervisor who has supervisory authority over the grievant, who has authority to resolve or adjust grievances in general and who has the authority to resolve the instant matter at issue.

6.2 Purpose

- 6.2.1 The purpose of this procedure is to secure at the lowest possible administrative level solutions to the problems which may, from time to time, arise concerning the provisions of this Agreement.

6.3 Procedure

- 6.3.1 Process for Grievance Resolution is as follows:

- 6.3.1.1 Informal (At site)
- 6.3.1.2 Level I (Site Administrator)
- 6.3.1.3 Level II (Superintendent's Designee)
- 6.3.1.4 Level III (Advisory Arbitration)
- 6.3.1.5 Level IV (Board of Trustees Consideration)

- 6.3.2 Since it is important that the grievance be processed as rapidly as possible, the time table specified at each level hereafter followed should be considered as a maximum and every effort should be made to expedite the process.

6.3.3 In the event a grievance is filed at such a time that it cannot be processed by the end of the school year, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

6.3.4 Released Time for Processing Grievances

6.3.4.1 Processing grievances includes both the time spent investigating alleged grievances as well as meeting with management and shall be treated in accordance with Government Code section 3543.1(c).

6.3.4.2 Time spent in actual transit to and from the work location to meetings authorized by this article shall be considered as "processing a grievance."

6.4 Informal Level

Within twenty (20) days of the time when the grievant could reasonably be expected to know of the act or omission which gives rise to the grievance, the grievant shall meet with the immediate supervisor, either directly or through the Federation's designated representative as appropriate, with the objective of resolving the matter.

6.5 Level One – Site Administrator

6.5.1 If the grievance is not resolved at the informal level and within twenty (20) working days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor or designee.

6.5.2 The grievance shall be in writing and shall include:

- 6.5.2.1 The name of the aggrieved.
- 6.5.2.2 The date of the alleged violation
- 6.5.2.3 The provision or provisions allegedly violated
- 6.5.2.4 The specific remediation proposed by the aggrieved.

6.5.3 The immediate supervisor or designee shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. It will be the employee's responsibility to notify the Union.

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

6.5.5 In the event a personal conference is requested, said ten-day limit shall begin to run from the date of said conference.

6.6 Level Two – Superintendent/Designee

- 6.6.1 If the grievant is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) working days after the presentation of the grievance, the grievant may, within ten (10) days after receipt of notification, appeal on the appropriate form to the Superintendent, or designee. The statement shall include a copy of the original grievance, the decision rendered at Level One, and a clear, concise statement of the reasons for the appeal.
- 6.6.2 The Superintendent, or designee, shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limits. In the event a personal conference is requested, said ten-day limit shall begin to run from the date of said conference.

6.7 Level Three–Advisory Arbitration

- 6.7.1 If the grievant is not satisfied with the decision at Level II, or if no written decision has been rendered within ten (10) days after presentation of the grievance at Level II, the dissatisfied party may invoke advisory arbitration of the grievance. The parties shall then select a mutually acceptable arbitrator, or, if they are unable to agree on an arbitrator within ten (10) days after notice is given to the Superintendent, a selection shall be made from a list of five (5) names provided by the California State Conciliation and Mediation Services.
- 6.7.2 The parties shall alternatively strike names until only one remains. The parties will flip a coin to determine which party strikes first. Each side will bear its own costs and attorney's fees. The parties will each pay one-half the arbitrator's fees and the court reporter's fees, if any. The decision of the arbitrator will be advisory to the District's Board of Trustees.
- 6.7.3 The parties shall attempt to mutually agree upon the issue or issues to be submitted to the selected Arbitrator. If the parties cannot agree upon the submission statement, each party may submit its own arbitrator's submission statement, and the Arbitrator shall then determine the issue or issues, by referring to the grievance and the answers thereto at each step.
- 6.7.4 The Arbitrator so selected will confer with the representatives of the District and the Federation and will schedule hearings to be held promptly and will issue his/her award not later than thirty (30) calendar days from the date of the close of the hearings, or, if post hearing briefs have been waived, then from the date the final statements and proofs were submitted to him/her. The Arbitrator's award will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issue or issues submitted. The Arbitrator will be without power or authority to add to, subtract from, or modify the

terms of this Agreement or the written policies, rules and regulations and procedures of an act prohibited by law, or which is violative of the terms of this agreement.

- 6.8.5 If the Board of Trustees does not take reverse action within thirty (30) calendar days, the decision of the arbitrator shall stand as the decision of the Board. In either case, the actions and/or decisions of the Board shall be final.
- 6.8.6 The costs for the services of the Arbitrator, including per diem expenses, if any and his/her travel and subsistence expenses and the costs of any hearing room will be borne equally by the District and the Federation. All other costs will be borne by the party incurring them.

6.9 Representation

- 6.9.1 A Unit Member may be represented up to arbitration by her/himself or any other person of her/his choosing.
- 6.9.2 Forms for filing grievances will be prepared jointly by the parties.
- 6.9.3 All decisions made pursuant to this section shall be non-precedential and shall constitute a resolution only of the particular grievance being addressed.

VII. PERSONNEL FILES

- 7.1 Materials in personnel files of unit members that may serve as a basis for affecting the status of their employment will be made available for the inspection of the person involved. These materials may be inspected by the unit member during regular business hours upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.
- 7.2 Information of a derogatory nature, except material excluded from the unit member's inspection by law, shall not be entered or filed unless and until the unit member has been given notice, a copy of the material, and an opportunity to review such information and to have attached to it his/her own comments. Such review shall take place during normal business hours. The review shall be made in the presence of a designated District employee. The unit member shall have the right to be accompanied by a designated representative.
- 7.3 A unit member may request the placement of material in his/her personnel file which he/she feels is pertinent to his/her professional career.

VIII. EVALUATIONS

8.1 General Provisions/Purpose

- 8.1.1 Evaluation is a positive process that aids professional educators to develop

and improve skills related to their areas of responsibilities, assessing performance, and providing assistance for improving performance. The evaluation process is not intended to hinder the Director's right to hire and assign personnel.

8.1.2 As with all employees, unit members will be held accountable for the important mission of educating students. An additional intent of evaluation is to promote and document the accountability of adult school unit members:

8.1.2 To assure that unit members are teaching classes in accordance with established policy and guidelines.

8.1.3 To identify planning and instructional delivery practices which need improvement and make recommendations for such improvement.

8.1.4 To assure that excellence in classroom instruction is being accomplished and reinforced.

8.2 Procedure

8.2.1 Permanent adult school teachers will be placed on formal evaluation every two (2) years by the Director or his/her designee.

8.2.2 Adult School probationary teachers will be placed on formal evaluation annually by the Director or his/her designee.

8.2.3 Adult school teachers who are temporary teachers will be placed on formal evaluation at the Director's discretion. Temporary teachers will receive a formal performance review by the Director or his/her designee.

8.2.4 A formal performance review is based on the California Standards for the Teaching Profession.

8.2.5 The adult school teacher will be notified by October 30 that he/she will be evaluated. Each teacher will receive the evaluation handbook for adult education. Upon request by the teacher, he/ she may meet with the adult school administration to review the performance review instrument and the procedure prior to being reviewed.

8.2.6 Ordinarily, teachers on formal evaluation will be observed on at least two (2) occasions. Each observation will be at least 30 minutes. Within ten (10) days of the observation, the evaluator shall meet with the unit member. Observation will be scheduled at mutually agreed upon dates and times.

8.2.7 In the event the evaluator observes conditions in the first or second observation that will lead to an "unsatisfactory" evaluation, a third

observation will be scheduled.

- 8.2.8 The evaluatee will provide the evaluator a completed observation planning form at least one day prior to each scheduled formal observation. If, after the unit member has submitted the observation planning form, the observation is cancelled by the evaluator, the unit member shall be under no obligation to resubmit the form. The observation shall be rescheduled.
- 8.2.9 The evaluator reserves the right to conduct unscheduled drop-in visits at his/or her discretion or at the teacher's request. No planning form is required.
- 8.2.10 A conference, following each formal observation, will be scheduled within ten (10) working days. A copy of the formal performance review report shall be provided. The teacher being reviewed will be given an opportunity to offer a written response to the report. Such a response will be submitted within ten (10) working days of the conference and will be attached to the report.
- 8.2.11 If the result will be negative, the employee may have union representation in the final evaluation conference.
- 8.2.12 The evaluation procedure, but not the content or result of the evaluation, shall be subject to the grievance procedure.

8.3 Domains and Elements of Evaluation

- 8.3.1 Evaluation and assessment will include consideration of the six domains in California Standards for the Teaching Profession:

Standard 1 CSTP: Engaging and Supporting All Students in Learning

Standard 2 CSTP: Creating and Maintaining Effective Environments for Student Learning

Standard 3 CSTP: Understanding and Organizing Subject Matter for Student Learning

Standard 4 CSTP: Planning Instruction and Designing Learning Experiences for all Student

Standard 5 CSTP: Assessing Students for Learning

Standard 6 CSTP: Developing as a Professional Educator

- 8.3.2 The assessment methods may include class observation, client input, review of teacher developed lessons or work product, and information related to student progress and state adopted content standards.
- 8.3.4 An overall unsatisfactory evaluation will result if two (2) or more elements in

one (1) domain are marked unsatisfactory or if four (4) or more elements in domains one through six (6) are marked unsatisfactory.

8.4 Remediation

8.4.1 When a permanent unit member receives an evaluation of needs improvement or unsatisfactory, a specific remediation plan may be mutually developed by the evaluatee and evaluator to enable the unit member to improve. Such a plan may include but is not limited to observing other instructors, attending workshops and reviewing written materials.

8.4.5 Signing the evaluation does not mean that the unit member agrees with the conclusion of the evaluation. The unit member may prepare a written response to the evaluation, which shall be attached to the evaluation and placed in the unit member's personnel file.

IX. LEAVES OF ABSENCE

9.1 Personal Illness or Injury Leave

9.1.1 Full-time unit members working at least two hundred seven (207) days per year shall receive ten (10) days sick leave with full pay each year, credited to their account at the beginning of each year pursuant to the provisions of Education Code sections 44964 and 44978.

9.1.2 Unit members working less than full time shall be entitled to that portion of ten (10) days of sick leave as the number of hours per week of scheduled duty relate to the number of hours for a full-time unit member in a comparable position.

9.1.3 For every eighteen (18) days worked beyond two hundred seven (207) days, employees will be entitled to one additional day of sick leave with full pay each year.

9.1.4 A unit member who is absent shall have deducted from the accumulated leave corresponding time based on hourly segments. A unit member may be required to provide a written statement from a medical doctor verifying illness.

9.2 Bereavement Leave

9.2.1 All members of the bargaining unit shall be entitled to the following days of paid bereavement leave, as provided in Education Code section 44985, upon the death of any member of his/her immediate family or relative living in his/her household:

9.2.2 Three days if the travel distance is less than 300 miles

- 9.2.3 Four days if the travel distance is between 300 and 399 miles
- 9.2.4 Five days if travel exceeds 400 miles.
- 9.2.5 "Immediate family" includes all relatives listed in Education Code section 44985, including domestic partners registered with the District and the State of California, who shall be treated in the same manner as a "spouse" in accordance with Education Code § 22007.5.

9.3 Jury Duty Leave

- 9.3.1 A unit member who serves on jury duty will be granted paid leave of absence for the time he or she is required to perform jury duty during his or her regularly assigned working hours; the employee will be reimbursed for the difference between jury duty pay and his/her regular rate of pay for the days served. Employees are required to return to work during any day or portion thereof in which jury duty or witness services are not required. Reimbursement will be granted after submitted official proof of the number of days served to the Superintendent's office as provided in Education Code section 44037.

9.4 Industrial Illness and Accident Leave

- 9.4.1 In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members who sustain an injury or illness arising directly out of and in the course and scope of their employment shall be entitled to Industrial Illness and Accident Leave pursuant to the provisions of Education Code section 44984.
- 9.4.2 An industrial illness or accident shall be reported by the employee to the District office within twenty-four hours of occurrence.
- 9.4.3 In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to a leave of up to sixty (60) working days in any one fiscal year for each accident or illness.
- 9.4.4 Payment for wages lost on any day shall not, when added to temporary disability compensation, exceed the employee's normal wages for a given day. The total of the unit member's temporary disability indemnity and the portion of salary due her/him during her/his absence shall equal the unit member's full salary.
- 9.4.5 Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under Worker's Compensation laws.

- 9.4.6 Industrial accident or illness leave is to be used prior to using normal sick leave benefits. When entitlement to industrial accident or illness leave under this Section has been exhausted, the entitlement to other sick leave, vacation, or other paid leave will then be used. If, however, an employee is receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this Section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave, or other paid leave which, when added to the Workers' Compensation award, provides a day's pay at a regular rate of pay.
- 9.4.7 Members of the bargaining unit using leave pursuant to this Section must notify their immediate supervisor of their impending absence, the nature and extent of the illness or injury, the anticipated duration of absence and of any change in the expected date of return to work. Failure to follow the procedures required by this subsection may be grounds for denying paid industrial accident or injury leave.
- 9.4.8 Unit members receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.
- 9.4.9 Prior to being permitted to return to work from an industrial accident or illness leave, unit members must submit a medical release to the Adult School Director and will engage in an interactive meeting with the Director.

9.5 Maternity and Parenting Leave

- 9.5.1 Maternity and parenting leave shall be provided pursuant to the provisions of Education Code section 44965 and the terms of the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the Pregnancy Disability Act. To the extent allowable by law, leaves taken under such acts shall run concurrently.
- 9.5.2 Pursuant to Education Code section 44965, the District shall provide for leave of absence for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.
- 9.5.3 A unit member may use her sick leave including accumulated sick leave for such an absence in accordance with Education Code sections 44978 and 44977.
- 9.5.4 A unit member may request unpaid family care and medical leave for up to

twelve (12) work weeks during a fiscal year for the birth of a child of the unit member, or the placement with the unit member of a child in connection with adoption or foster care.

9.6 Personal Necessity Leave

- 9.6.1 Personal necessity leave will be available for up to a maximum of seven days per year pursuant to the provisions of Education Code section 44981. Personal necessity is defined as a compelling, uncontrollable event that must be attended to during a unit member's work hours. A unit member shall not be required to secure advance permission for leave taken for either of the following reasons:
- 9.6.2 Death of a member of the employee's immediate family when additional leave is required beyond that provided in the Bereavement Leave section of this agreement.
- 9.6.3 Accident, involving the employee's person or property, or the person or property of a member of the immediate family.
- 9.6.4 Members of the bargaining unit using leave pursuant to this section are required to notify their immediate supervisor prior to the beginning of the work shift in which the absence is necessary. Supervisors may waive this requirement in cases of extreme emergency. Failure to notify the immediate supervisor in advance of the unit member's absence may be grounds for denial of paid leave. Upon return from Personal Necessity Leave, bargaining unit members shall be required to complete absence verification forms provided by the District and to submit such verification as may be required.
- 9.6.5 Personal necessity leave may not be used for recreational purposes of any kind, including vacation.

9.7 Extended Illness and Accident Leave

- 9.7.1 Extended illness and accident leave shall be provided for a period of a maximum of five (5) months upon a doctor's verification and pursuant to the provisions of Education Code section 44977, beginning after the employee has exhausted his/her sick leave.
- 9.7.2 Pursuant to Education Code section 44977, when a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent from his or her duties on account of doctor-verified illness or accident for an additional period of five school months, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him or her for any of the additional five months in which the absence occurs shall not exceed the sum

that is actually paid a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed.

9.7.3 After sick leave has been exhausted, the Unit Member shall be paid the difference between his/her pay and that paid a substitute, or which would have been paid a substitute had such been employed for five (5) months after his/her accumulated sick leave is used up.

9.7.4 When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided in the Education Code, and is not medically able to resume the duties of his or her position, the employee will, if not placed in another position, be placed on a reemployment list, as specified in Education Code.

9.8 Family and Medical Leave Act Compliance

9.8.1 Family and Medical Leave will be provided in accordance with the federal and state law and the District's Family and Medical Leave Policy. Family care and medical leave does not constitute a break in service.

9.8.2 A unit member may request unpaid family care and medical leave for up to twelve (12) work weeks during a fiscal year for:

9.8.3 The birth of a child of the unit member, or the placement with the unit member of a child in connection with adoption or foster care;

9.8.4 The care of the unit member's child, spouse, or parent who has a serious health condition; or

9.8.5 The unit member's own serious health condition that makes the unit member unable to perform the functions of the position held by the unit member, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

9.9 Unpaid Leave

9.9.1 The Board of Trustees, or its authorized representative, may grant unpaid leaves.

9.10 Political Leave

9.10.1 Political leave shall be provided to permanent unit members who are elected

to the Legislature pursuant to the provisions of Education Code section 44801.

9.11 Military Leave

9.11.1 Military leave shall be provided pursuant to the provisions of Education Code section 44800 and other applicable federal and state laws.

X. COMPENSATION

The salary table is as follows:

Step 1	Step 2	Step 3	Step 4	Step 5
34.40	36.11	37.95	39.84	41.83

Updated June 10, 2015 to reflect a 5% increase effective July 1, 2015.

In order to advance a step on the salary schedule, a teacher must work for two consecutive years at their current step, with at least 700 cumulative hours, and must not receive an unsatisfactory evaluation. In no instance will a teacher who works 700 hours in fewer than two years receive a step increase. Teachers who accumulate 700 hours in more than two years may advance a salary step after they have accumulated the necessary hours. For the 2014-15 school year, any teacher who has met these requirements going back to the 2010-11 school year will be eligible for a single step increase. This additional step increase will be paid retroactively for the 2014-15 school year only. All step placement changes will take effect on September 1 following the fiscal year in which the work was completed.

XI. BENEFITS

- 11.1 Of the funds available for salary improvement in a given year, \$48,000 will be deducted for a benefits stipend payable as described below.

Health benefits will be provided on a pro-rated basis, proportionate to the total hours worked per year.

Process To Determine Stipend Distribution:

Divide the total allocation of funds available for the stipend by the total hours worked. This results in a reimbursable amount per hour worked.
For example:

Funds allocated == \$48,000
Total hours worked by claimants == 29,800
Reimbursement per hour worked == $48,000/29,800 = 1.61$

This unit amount is multiplied by the actual hours worked by each claimant. This results in a reimbursement total, not to exceed the premium paid by the claimant.

If funds in this category remain unexpended, repeat the formula as stated above until all funds are distributed, or each person has reached his/her maximum reimbursement.

Should money available exceed premiums claimed, the balance will remain in a fund for school emergency supplies.

- 11.5 To be awarded a stipend, the employee must show proof of insurance to the Human Resources office, including monthly out-of-pocket premium costs. The entire stipend must be used to defray the cost of insurance premiums.
- 11.6 Unit members may enroll in Health & Welfare Plans offered by the District at their own expense, provided they work sufficient hours to cover the premium costs. Premium costs will be withheld from the unit members' paychecks.

XII. EMPLOYMENT RIGHTS AND PRACTICES

- 12.1 A vacancy exists whenever a new position is added to the bargaining unit or when a unit member vacates a position.
- 12.2 Announcements of vacancies shall be posted on EdJoin as positions become open. Under normal conditions vacancies shall be posted for no less than ten (10) calendar days or more than fifteen (15) calendar days. Each notice shall contain the job title, a description of the assigned duties, minimum qualifications required of applicants, anticipated beginning and ending dates of the assignment, anticipated number of hours to be worked per week, the days of the week and times of day when the winning candidate is expected to complete the assigned duties, and the anticipated location of assignment. The minimum target attendance for a mandated class shall be based on cost recovery, currently calculated to be twenty (20) students per class.
- 12.3 Interested unit members must apply for a posted vacancy within five (5) days of the first date of posting.
- 12.4 Unit member applicants who meet minimum qualifications for a position shall be given consideration.
- 12.5 Nothing in this Article shall be construed as denying unit members the opportunity to apply for two or more adult education positions regardless of whether this would result in the unit member's attainment of probationary or permanent status.
- 12.6 Any unit member with requisite qualifications who is denied employment or who has been denied an opportunity to increase his/her hours of employment may request a conference with the Director or the Director's designee to discuss career development related to the employee's suitability for additional assignments or positions.

- 12.7 Unit members will be notified of changes in their assignments as soon as possible.
- 12.8 If the District decides to cancel a class, the affected teacher will receive a notice of the intended cancellation. The affected teacher may request a conference with the Director or the Director's designee to discuss career development related to the employee's suitability for other assignments or positions. Attendance below the minimum target shall constitute notice that the class may be cancelled. The instructor may contact the immediate supervisor to discuss ways to avoid the cancellation.
- 12.9 Nothing in this agreement shall be construed as denying the District's exclusive management right to determine the time and hours of operation, the kind and level of services to be offered, the number and kinds of personnel needed, and to maintain the efficiency of district operations.

XIII. SEVERABILITY

Should any provision of this Agreement be held contrary to law by a court of competent jurisdiction then such provision will be deemed invalid as required by the court's decision, but all other provisions will continue in full force and effect. Within thirty calendar days following the District's receipt of the court's final decision, either party may request negotiations on the provision held to be contrary to law.


XIV. TERM AND COMPLETION

- 13.1 This Agreement will be effective July 1, 2014, and shall remain in full force and effect up to and including June 30, 2017. This Agreement shall continue in effect from year to year thereafter, unless one of the parties notifies the other in writing no later than ninety (90) days prior to the expiration of said Agreement of its request to modify, amend, or terminate the Agreement. The Agreement between the parties will be for a three-year term with re-openers on salary, and benefits, and one (1) article of each party's choosing during the 2015-2016 and 2016-2017 school years.
- 13.2 Other topics for the successor contract negotiations may include, but shall not be limited to additional matters introduced in the parties' 2006-2009 contract. The Union agrees it will not bring a demand to bargain on these issues. The District acknowledges the Union's right to file a demand to bargain if past practice on a mandatory subject of bargaining is unilaterally changed.

XV. NO STRIKE CLAUSE


The Federation agrees that during the life of this contract neither it nor its officers, representatives, committee members, stewards, or its members, will for any reason directly or indirectly call for, sanction, or engage in any strike, sympathy strike, walkout, slowdown, sit-down, sit-in, limitation of required activity, boycott of primary or secondary nature, or any form of interference in the operation of the educational process of the District.

For the District:



Date: 6/4/15

For the Union:



Date: June 4, 2015