

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**SONOMA COUNTY OFFICE
OF EDUCATION**

AND

**ADULT EDUCATION
CORRECTIONAL PROGRAM**

July 1, 2008 through June 30, 2011

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Article 1. Recognition.

- 1.0 The Sonoma County Office of Education, hereinafter called "SCOE," hereby recognizes the American Federation of Teachers Local 4915, SCOE/Adult Education Correctional Program (AECPP) Chapter, hereinafter called "the Federation" or the "Exclusive Representative," as the exclusive representative of all basic education certificated faculty members in the Sonoma County Adult Education Correctional Programs.

Article 2. Academic Freedom.

- 2.0 All faculty members shall have academic freedom in their personal scholarship. No electronic or mechanical recording or listening devices shall be used in a classroom without the unit member's consent.

Article 3. Nondiscrimination.

- 3.0 SCOE shall not discriminate against faculty member on the basis of ethnicity/race, color, sex, age, religion, marital status, disability, sexual orientation, national origin, medical conditions, status as Vietnam-era veterans, ancestry, or political or organizational affiliation and participation therein.

Article 4. Work Year.

- 4.1 Within the AECPP school year of 240 days a regular work year shall be 182 days within a fiscal year, one of which shall be for staff development and one of which shall be for meeting and consulting pursuant to Article 21.

4.1.1 Normally faculty members will work an extended year period not to exceed 50 days, but shall not be required to do so. A faculty member who opts to not work part or all of an extended year period shall notify the Director by April 1st. The Director shall notify faculty members by March 1, if there will be an extended year.

4.1.2 A faculty member may submit a request for a break in service for longer than two (2) weeks duration to the Director at least thirty (30) calendar days in advance.

4.1.3 A faculty member may request a break in service of two weeks or less by notifying the Director at least one (1) week in advance.

If a faculty member elects to work on a holiday or other day SCOE is normally closed it shall be considered a regular work day.

Article 5. Workload/Hours.

- 5.1 A faculty member's work hours shall be specified prior to the commencement of work. Each full-time faculty member's regular assignment will be for thirty (30) class hours per week.
- 5.2 If a faculty member needs to be absent to participate in staff development activities a qualified substitute may be provided.
- 5.3 Release time for staff development shall be provided upon specific prior authorization of the SCOE Program Director.(See Article 13.)
- 5.4 A qualified substitute may be provided at any time a unit member is unable to work.
- 5.5 If there are to be any changes in the scheduling of hours, SCOE shall provide the Union with sixty (60) calendar days notice prior to implementing the proposed changes.
- 5.6 Forty-five (45) calendar days notice shall be provided to the faculty member prior to implementing changes in the curriculum or program. SCOE will meet with Federation representatives to review the impact of the proposed changes upon faculty members.

Article 6. Working Conditions.

- 6.1 Safety and Health. SCOE shall make every reasonable effort to provide safe working conditions for all faculty members. SCOE and faculty members shall conform to and comply with all health, safety, and sanitation requirements imposed by State and/or Federal Law or regulations adopted under the State and/or Federal Law including those prescribed by CAL-OSHA. While SCOE is not responsible for the maintenance of the facilities where bargaining unit programs are offered, SCOE may protect faculty members by canceling or moving classes when safe working conditions are not met.
- 6.2 Occupational Exposure To Bloodborne Pathogens.
 - 6.2.1 The employer agrees to establish standards of protection from bloodborne pathogens for faculty member who may reasonably anticipate to come into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.
 - 6.2.2 The employer agrees to establish a written exposure control plan for faculty members identified as having occupational exposure to blood and other potentially infectious material. The control plan shall include the following provisions at employer expense:
 - 6.2.2.1 Publication of health and safety rules to reduce the risk of contamination.

- 6.2.2.2 Specialized training for faculty members whose work places them at risk of exposure to bloodborne pathogens.
 - 6.2.3 The employer will determine if the health plan covering faculty members provides Hepatitis B vaccinations without cost to the faculty member. If so, the employer will inform faculty members how to obtain vaccinations under the plan. In any event, the faculty members with occupational exposure to bloodborne pathogens will be provided the following at employer expense:
 - 6.2.3.1 Voluntary Hepatitis B vaccination series.
 - 6.2.3.2 Faculty members who choose not to accept the vaccine must sign a declination form.
 - 6.2.3.3 Faculty members who decline the vaccine may elect to be vaccinated at a later date.
 - 6.2.4 Faculty members who experience an exposure incident shall be provided with a medical follow-up and appropriate counseling.
- 6.3 Reporting Unsafe Conditions. Faculty members shall report any alleged unsafe or potentially unsafe condition to the Coordinator of Inmates and Director. Oral communications shall be confirmed in writing on the appropriate SCOE designated form. Within five (5) working days after receipt of the faculty member's written report of an unsafe condition, the Director shall acknowledge in writing what action will be taken on the reported condition. No adverse action shall be taken against a faculty member for reporting unsafe conditions.
- 6.4 SCOE Support for Assaulted Faculty Member. SCOE will provide support in accordance with the Government Code, which may include legal, medical, and other assistance, for any faculty member assaulted while in paid status and acting within the scope of employment. In cases where assault results in injury or absence from work, the following conditions shall apply:
 - 6.4.1 If absence occurs from illness or injury determined to be work related, the faculty member shall not forfeit any Sick Leave or Personal Necessity Leave until industrial accident and illness leave are exhausted.
 - 6.4.2 SCOE shall provide for the reimbursement of faculty members for clothing, personal property, and eye glasses which are damaged or destroyed during the conduct of a unit member's duties.

- 6.5 Assaultive Behavior Training. Faculty members who work with students who have potential assaultive behavior shall be provided, at no cost to the members, with Management Assaultive Behavior Training. All new faculty members shall receive such training before they meet with the students. The Director shall provide for training until the next regular training session. Management Assaultive Behavior Training shall also be made available on an ongoing basis to other faculty members upon their request.
- 6.6 Special Safety Conditions. Faculty members who work with students who have potentially assaultive behaviors or medical conditions which might prove injurious to themselves or to others shall be provided with an accessible telephone and an emergency communication system. All faculty members shall be provided with a lockable storage space.
- 6.7 Instructional Environments. The Director shall work with the Sheriff's Department to provide an appropriate instructional environment consistent with the curriculum. Unit faculty member concerns regarding this issue shall be directed to the Director.
- 6.8 When SCOE and the Sheriff's Department are considering modifications of the curriculum or program which affect the terms and conditions of faculty members, SCOE will meet with AECP/AFT representatives to review the impact of the proposed changes upon faculty members and the program prior to implementation.

Article 7. Class Size.

- 7.1 General Principles. Because of the special needs of the students served by faculty members in the Adult Education Correctional Program, maximum class sizes shall be established in light of health and safety considerations. Maximum class size limits are to be mutually agreed upon by the Director AECP/AFT representatives and the Sheriff's Department.

Article 8. Reassignments.

- 8.1 All vacant positions shall be posted at the Adult Education Office for a minimum of seven (7) work days before being filled.
- 8.2 A faculty member who wishes to be reassigned to another class will be given first consideration for an opening provided he/she has the applicable credentials.
- 8.3 The Director may include one faculty member on hiring committees ; however, such inclusion shall be discretionary with the Director.

Article 9. Job-Sharing.

- 9.1 Job-Sharing. A teacher may share a class with another person, as agreed upon by the faculty members, and approved by the Director.

Article 10. Evaluation Procedures.

10.1 Regulations

10.1.1 Faculty shall be given a copy of the evaluation instrument and deadlines, as well as written job descriptions within the first ten (10) days of the school year. Copies of changes in the job description will be provided faculty as they occur.

10.1.2 The evaluation process shall be concluded no later than thirty (30) days prior to the end of the faculty member's work year.

10.1.3 A copy of the evaluation form to be used by the parties is attached as Appendix B.

10.1.4 The Director and representatives of the AECF faculty will meet to revise the faculty evaluation form during the 2008-2009 school year.

10.2 Process. The Director shall notify teachers who are to be formally evaluated by September 1 of the year in which the evaluation is to occur. The evaluation of faculty shall be the sole responsibility of the SCOE Administration.

10.3 Evaluation

10.3.1 The evaluation is based upon accumulated data from formal and informal observations. The first formal observation is defined as one arranged by the evaluator and evaluatee at least two (2) days in advance of the observation. No advance notice is required for informal observations.

10.3.2 Evaluations shall be done on an annual basis during the faculty member's first two (2) years of employment. Thereafter, the faculty member shall be evaluated at least every other year. Evaluations shall be completed on or before thirty (30) days prior to the end of the faculty member's work year. The evaluation shall be based on a classroom observation lasting at least thirty (30) minutes.

10.3.3 The evaluator must provide the faculty member being evaluated with the evaluation form and standards before November 1 of each school year.

10.3.4 The evaluator and evaluatee shall agree on the criteria upon which the evaluation is to be based. The criteria for evaluation must be job related. The criteria may be revised prior to February 1 by mutual consent of the parties.

10.3.5 At least one (1) formal observation by the evaluator is required before the final evaluation conference. Upon request of either party a post observation conference shall be held. The formal evaluation will focus on the agreed upon evaluation criteria.

- 10.3.6 Evaluations will be given to faculty during a final evaluation conference at which time the evaluator will discuss with the faculty member cited commendations and/or deficiencies. The evaluator will make specific recommendations in writing for improvement if that is necessary. In such a case the evaluator shall discuss with the faculty member possible professional growth opportunities for improvement. Faculty will be given a copy of the complete evaluation at the time their signature is affixed, though such signature does not necessarily indicate agreement with its contents.
- 10.3.7 Within ten (10) workdays of receipt of the document, faculty who disagree with their evaluation may reduce their comments to writing and have such comments attached to the evaluation in their personnel file.
- 10.3.8 Faculty receiving a negative evaluation including a corrective action plan delineating deficiencies will be granted, upon their request, a subsequent observation and evaluation. In the event the deficiencies previously noted have been corrected based on complete implementation of the corrective action plan, the evaluation will reflect improvements made and will be attached to the above mentioned evaluation in the faculty member's personnel file.
- 10.4 Personnel Files. There shall be only one (1) Personnel File for each faculty member. This file shall be maintained at one (1) location in the SCOE Personnel Office. It shall be available for inspection and inventory during normal business hours upon request by the faculty member or a representative authorized to do so in writing. Access to the file shall be limited to authorized personnel who are employees or agents of SCOE. Strict confidence shall be maintained in accordance with the appropriate provisions of the California Education and Government Codes regulating personnel files.

Contents of Personnel File.

- 10.4.1 All documents relative to a faculty member's status of employment shall be contained in the faculty member's Personnel File.
- 10.4.2 Documents of a derogatory nature which may affect the status of employment shall not be placed in the faculty member's Personnel File unless and until the faculty member or authorized representative has been given notice and has had a ten (10) day opportunity to review and append written comments to it. Documents received after the ten(10) day period shall be placed in the file. The faculty member shall be given an opportunity during business hours, without loss of salary, to review such documents and to prepare a written response to such material.
- 10.4.3 Documents or materials which have an anonymous origin or are determined to be false shall not be placed in the faculty member's Personnel File.

- 10.4.4 A faculty member may submit one (1) document per year to be added to his/her personnel file concerning professional service, competence, honors, awards, and recognition.
- 10.4.5 A faculty member or a Federation representative authorized in writing by the faculty member shall be permitted to examine and/or obtain copies of materials in such faculty member's personnel file.
- 10.4.6 Information of a derogatory nature shall be removed from the official personnel file and placed in a separate file after four (4) years. Such information in a separate file shall only be removed by a court or administrative law judge's order or upon the written request of the faculty member.

10.5 Public Charges.

- 10.5.1 Charges against a faculty member shall not be made public. Any complaint raised by the contracting agency (e.g. Sonoma County Jail) or by members of the community will be processed as follows:
 - 10.5.1.1 The involved unit member shall be notified of the complaint by the Director within five (5) days of the time the complaint is lodged and a meeting shall be arranged to discuss and hopefully resolve the issue.
 - 10.5.1.2 Unless the complaint is so severe as to hamper the proper functioning of the class as determined by the appropriate SCOE administrator, the unit member will be able to continue to work.
 - 10.5.1.3 If the parties are not satisfied, the issue may be referred to the Assistant Superintendent for review. At the request of either party, a meeting shall be held with the Assistant Superintendent.
 - 10.5.1.4 The Assistant Superintendent will investigate the complaint and if the investigation reveals that the complaint has merit it shall be reduced to writing, given to the unit member, and a copy placed in his/her personnel file. The unit member has a right to attach a response to the written complaint. If the complaint is deemed to be of a serious nature, the unit member's right to enter the contracting agency's facilities may be revoked and further disciplinary action may be taken in accordance with other provisions of this Agreement.
 - 10.5.1.5 The Assistant Superintendent shall determine what documentation, if any, of the complaint shall be placed in the faculty member's personnel file. Placement of information in the file shall follow the procedures outlined in 10.4.2 above.

- 10.5.1.6 Charges that have an anonymous origin or that are determined to be false or not credible shall not be entered into the faculty member's personnel file.
- 10.5.1.7 At all phases of this process, the faculty member may be represented.
- 10.5.1.8 As to an act which caused the revocation of access to the facilities by the Sheriff's Office, the following procedure shall be in effect:
 - 10.5.1.8.1 As of May 1, 1999 all newly hired employees or newly transferred employees will be affected by this new language.
 - 10.5.1.8.2 All newly hired or newly transferred employees will sign a contract specifying that should the Sheriff's Office, based on sufficient cause pursuant to the procedures in Article 12, permanently revoke the unit member's access the unit member's employment shall be terminated.
 - 10.5.1.8.3 Unit members with a permanently revoked clearance will be given sixty (60) working days of employment or employment until the end of the Sheriff's Department investigation whichever is longer.
 - 10.5.1.8.4 During the sixty (60) working day period SCOE will attempt to find other SCOE employment for which the unit member is qualified.
 - 10.5.1.8.5 Should the investigation take longer than sixty (60) working days, the unit member will be placed on unpaid administrative leave and SCOE will continue to attempt to find other SCOE employment for which the unit member is qualified.
 - 10.5.1.8.6 Once the investigation is completed and if clearance is permanently revoked, employment shall immediately be terminated, whether before or after the sixty (60) working day investigation period is completed. However, the unit member will remain on paid status for the full 60 working day period.

- 10.5.1.8.7 Once the investigation is completed and if clearance is reinstated, the unit member shall return to his/her regular assignment with no loss of pay or benefits.

Article 11. Leaves.

11.1 General Provisions

- 11.1.1 Definitions. A “leave” is an authorized absence from instructional duties for a specific period of time.
- 11.1.2 Substitutes. Each faculty member taking a leave may recommend to the Director persons to serve as a substitute.
- 11.1.3 Upon being granted leave of absence, the faculty member shall receive written notification stating the dates of the period of leave and procedural guidelines for return from leave and/or extension of leave.
- 11.1.4 Denial of a leave shall be accompanied with a written rationale and such rationale shall not in any way be punitive.
- 11.1.5 Subject to conditions of the health insurance carrier, health insurance and other employee benefits which are in effect during a leave of absence may be maintained by the unit faculty member at the faculty member’s own expense unless otherwise provided by this Agreement.
- 11.1.6 A faculty member whose absence from duty is authorized by this Agreement shall maintain his/her classification as if there had been no break in service. However, to have the year count towards salary schedule advancement, the faculty member must be in paid status for at least seventy-five percent (75%) of the number of days the regular schools of SCOE are maintained.
- 11.1.7 Return from Leaves
 - 11.1.7.1 Faculty members on an approved leave who wish to return earlier than previously authorized must notify the Director as soon as the earlier date is known to the faculty member. An early return is dependent on the express approval of the Director. Under unusual circumstances, as presented by the faculty member, the County Office shall make all reasonable efforts to accommodate the early return of the faculty member.
 - 11.1.7.2 Faculty members returning from paid/unpaid leave shall have the option to return to their previous assignment if it still exists.

- 11.1.7.3 If the faculty member wishes to extend their leave or to resign, the faculty member must notify the Director, in writing, at least two weeks in advance and obtain written approval.
- 11.2 Sick Leave. Faculty members shall earn one (1) day of paid sick leave for each calendar month of paid service. A faculty member who works less than full time shall receive pro-rata sick leave. At the commencement of each regular school year, the total number of days for the regular year are advanced to the faculty member. Sick leave shall be cumulative from year to year. The provisions of E.C. Section 44979 regarding transfer of sick leave shall apply.
- 11.2.1 Any unit member who does not use any of his/her full entitlement to sick leave during the school year as provided for in paragraph 11.2 shall be granted two (2) days sick leave conservation incentive to be used during the following school year. No explanation is required when the above days are used. However, if the days are not used, they are lost.
- 11.3 Extended Sick Leave. Pursuant to Education Code Section 44977, when a faculty member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course or employment, the faculty member shall be entitled to his/her salary minus an amount not to exceed the sum paid to a substitute had one been employed.
- 11.4 Use of Sick Leave For Temporary Disability Due to Childbirth.
- 11.4.1 A faculty member is entitled to use accumulated sick leave during that portion of an absence which is disabling from pregnancy, childbirth, related disabilities, or recovery therefrom. The length of the leave, including the date on which the leave commences and the date on which the unit member shall resume duties, shall be determined by the faculty member and her physician.
- 11.5 Family Care Leave. A faculty member who has been employed by SCOE for more than one continuous year is eligible to apply for an unpaid family care leave not to exceed four (4) months within a twenty-four (24) month period, unless a longer leave is agreed upon by SCOE and the faculty member. In the case of child rearing a leave, if approved, the leave may be for a maximum of one (1) year. Family Care Leave may be used for the birth of the faculty member's child, the adoption of a child by the faculty member, serious illness of the faculty member's child, or the serious health condition of a member of the faculty member's immediate family as defined in Section 11.9.1. The faculty member on Family Care Leave shall be entitled to continue to participate in health and welfare benefits plans.

- 11.5.1 A unit faculty member's request to care for a family member under this section who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care pursuant to Government Code Section 12945.2.
- 11.6 Industrial Accident and Illness Leave. Industrial accident and illness leave, in accordance with E.C. Section 44984, shall be provided by SCOE during absences due to on-the-job injury or illness.
- 11.6.1 In the event of injury or illness caused by employment with SCOE, a faculty member may go to his/her personal physician, provided the name of the physician is on file with SCOE. If the name is not on file, SCOE may initially direct an ill or injured faculty member to a physician of the County's choice.
- 11.6.2 Leave Allowance. Faculty members shall be granted up to a maximum of sixty (60) days of leave for each industrial accident or illness. The leave shall commence on the first day of injury or accident. The leave allowance shall be reduced by one (1) day for each day of absence caused by, or related to, the accident or illness, regardless of the amount or method of compensation. When an industrial accident or illness overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due or the same illness or injury. Allowable leave shall not be cumulative from year to year.
- 11.7 Personal Necessity Leave. Faculty members may use up to ten (10) days of accumulated sick leave for Personal Necessity Leave. Personal Necessity Leave is non-cumulative.
- 11.7.1 "Personal Necessity" is defined as:
- 11.7.1.1 Additional leave beyond that provided for bereavement leave.
- 11.7.1.2 Personal business which is serious in nature, cannot lightly be disregarded and which cannot be conducted before or after the work-day or on non-work days.
- 11.7.1.3 Faculty shall not be required to secure advanced permission for personal necessity leave taken for the following emergencies:
- * Death or serious illness of a relative, dependent, special relation or person whose relationship with the faculty member is the same as a relative, or dependent or special relation.
 - * Accident involving a faculty member's person or property, or the person or property of a member of his/her immediate family.

11.8 Bereavement Leave. Faculty members shall be entitled to a paid Bereavement Leave for the death of a member of the immediate family or household. If the faculty member must travel more than four hundred (400) miles for bereavement purposes, five (5) days bereavement leave will be granted. In all other cases, three (3) days bereavement leave will be granted by SCOE.

11.8.1 Definitions. "Member of the immediate family or household" shall mean: mother, father, grandmother, grandfather, grandchild of the faculty member or faculty member's spouse, the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother or father-in-law, any relative living in the immediate household, or any person living in the immediate household of the faculty member who over a period of time has held the place of such a member.

11.9 Jury Duty Leave. Faculty members called for jury duty shall be entitled to paid jury duty leave for the time missed from instruction. Faculty members shall remit to SCOE the fees received for attendance as a juror, excluding the statutory mileage fee.

11.10 Military Leave. Leaves may be granted for government ordered military service. Compensation received in performance of the above duties shall be calculated according to applicable state and federal laws.

11.11 Sabbatical Leave. The County Office may grant a faculty member a sabbatical leave pursuant to the provisions of Education Code Sections 44966, 44967, and 44968. In order to be eligible for such leave, the faculty member must have served in the County Office at least seven (7) consecutive years. The granting of such leave is discretionary with the County Office and is subject to the rules and regulations of the State Board of Education and the provisions of the Education Code.

11.12 Educational Leave.

11.12.1 The Director may grant a faculty member an unpaid leave of absence to pursue educational improvement and advancement.

11.12.2 A faculty member may apply, in writing, to the County Office for such leave no later than eight (8) weeks before its anticipated commencement.

11.12.3 A faculty member on Educational Leave shall be entitled to all benefits.

11.12.4 Denial of the application by the Director shall be in writing within ten (10) days of the action.

11.13 Professional Growth Leave. Faculty members who have served in the AECF Program a minimum of one (1) year shall be entitled to apply for paid days of Professional Growth Leave to participate in professional activities or conferences with the prior recommendation of the Director.

11.14 Unpaid Leave. Faculty members who have served in AECPC a minimum of two (2) years may be granted up to one (1) year of Unpaid Leave with the prior approval of their Director.

11.15 Catastrophic Leave.

11.15.1 Definition: Catastrophic leave is a paid leave of absence due to verifiable, long-term illness or injury which clearly incapacitates or disables the individual, or a member of the faculty member's family for an extended period of time which requires the faculty member to care for the family member, and in order to care for the family member creates a financial hardship because all sick leave has been exhausted.

11.15.2 Coverage: A permanent faculty member who has worked for SCOE for a minimum of one school year may apply, subject to approval of SCOE, for coverage at the time of the injury or illness for such leave due to their own serious illness/injury, or the serious illness/injury of an immediate family member. Family member is defined as spouse, domestic partner, dependent child, or any person living in the immediate household of the faculty member who over a period of time has held the place of an immediate family member.

11.15.3 Other leaves: A faculty member must first exhaust all accrued paid leave, except extended illness leave, before qualifying for catastrophic leave.

11.15.4 Catastrophic Leave Bank of Hours: Catastrophic leave taken by a faculty member shall be counted against a bank of hours donated by the other faculty members at the time of illness or injury on behalf of the affected faculty member. Unused donated hours will not be credited back to the employee faculty member making the donation of time. The maximum number of hours available in the bank at any one time shall not exceed 120 hours. The donating faculty member must have a sick leave bank of at least 40 hours after the donation of sick leave time. Donated time and time used will be equivalent in value for purposes of this Section.

11.15.5 Catastrophic leaves shall not be used in conjunction with any long or short-term disability benefits, workers' compensation or social security.

11.15.6 A faculty member who receives paid leave pursuant to this section shall use any sick leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

11.15.7 The Federation shall receive an annual statement of contributions and distributions of leave hours.

Article 12. Suspension Or Dismissal For Cause.

The following procedure applies to the dismissal or suspension without pay during the regular school year or summer session for faculty covered by this Agreement.

12.1 Grounds. Grounds for dismissal or suspension shall be for just cause only which shall include, but not be limited to one or more of the causes specified in Education Code Section 44932 and 44933.

12.2 Procedures.

12.2.1 Notice of Dismissal or Suspension. A Notice of Dismissal or Suspension shall be given by the Superintendent/designee at least fifteen (15) calendar days prior to the effective date of the proposed action.

The Notice of Dismissal or Suspension shall include a statement of reasons for such action with sufficient particularity to permit the employee to prepare a defense and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the last completed evaluation conducted pursuant to Article 9 or this Agreement shall accompany this notice.

12.2.2 Service of Notice. The written Notice of Dismissal or Suspension shall be served by registered or certified mail or by personal service.

12.3 Suspension. Suspension may be proposed or determined for a specified period of time. Suspension may be without pay for a stated number of work or calendar days and may be initially proposed by the Superintendent/designee or recommended by an arbitrator. When suspension is initially proposed by the Superintendent/designee for a specified period of time, no more severe penalty may be recommended by an arbitrator than determined by the Superintendent.

12.3.1 Immediate Suspension Pending Hearing. A faculty member may be immediately suspended upon service of Notice or Dismissal or Suspension for reasons specified and according to procedures in Education Code Section 44939.

12.4 Request for Hearing. The faculty member shall file a written request for hearing within ten (10) work days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the SCOE Personnel Office no later than the regular close of business on the last day of the filing period. Failure to file such a request in a timely manner shall be deemed a waiver of the right to a hearing and the proposed action shall be effective upon action by the Superintendent without a hearing.

- 12.4.1 Date of Hearing. A hearing before an arbitrator shall commence as soon as possible but no later than thirty (30) days of the request for a hearing. The parties shall select an arbitrator by requesting a panel of names from the California Mediation and Conciliation Service. The parties shall alternate striking names to choose the arbitrator.
- 12.4.2 Cost of Hearing. The cost of the hearing shall be borne by SCOE, except that the employee or the Federation shall pay their own attorney's fee and attendant costs.
- 12.4.3 Recommended Decision of the Arbitrator. The arbitrator shall prepare a written decision within ten (10) days of the closing of the hearing which shall be a recommendation to the Superintendent stating findings of fact and determination of the issues. The arbitrator's recommendation shall be sent to both the superintendent and the faculty member.
- 12.5 Review by the Superintendent. Within ten (10) work days of receiving it, the Superintendent shall act upon the recommendation decision. If no action is taken by the Superintendent within the specified time period, the arbitrator's recommendation shall become final.

Article 13. Non-Renewal Of Contract.

- 13.1 Employment contracts shall be issued for the regular work year.
 - 13.1.1 Regular employment does not include work as a substitute.
- 13.2 In the absence of a notice specified in Section 12.3 the faculty member will continue to be employed from one work year to the next work year.
- 13.3 In the event that SCOE decides not to renew a faculty member's contract for the next school year, a written notice of non-renewal shall be provided on or before May 15.
 - 13.3.1 Upon request, the Director and/or the County Superintendent shall meet with the faculty member after receipt of such notice to be provided reasons for non-renewal.
- 13.4 Notwithstanding other provisions of this Agreement, if the Inter-Agency Services Agreement between SCOE and the Sonoma County Sheriff's Office is terminated by either party, the faculty members shall be provided at least a thirty (30) day advance notice. If the IASA is terminated before the end of the fiscal year, faculty members shall continue to remain in paid status for sixty (60) days.

Article 14. Professional Growth.

- 14.1 Professional Growth Funding SCOE shall set aside funding for faculty for professional development purposes. Faculty shall apply for travel and conference money in accordance SCOE policy.

Article 15. Grievance Procedures.

15.1 Definitions.

15.1.1 A “grievance” is an allegation by a faculty member of the adverse affect of a misapplication, misrepresentation, or violation of a specific provision of this Agreement.

15.1.2 A “grievant” is any party covered by the terms of this Agreement and/or the Federation.

15.1.3 A “day” is defined as any day during which SCOE offices are open for business.

15.1.4 “Immediate supervisor” is the AECF Director.

- 15.2 Forms for processing grievances have been jointly prepared by the Federation and SCOE. The forms shall be printed at SCOE expense and distributed by the Federation to each faculty member as requested.

- 15.3 The grievant has the right to be represented at each step in the grievance procedure by the Federation. Any grievant, at any time, may present the grievances and have such grievances adjusted, without the presence of a Federation representative, as long as the adjustment is not inconsistent with the terms of this Agreement. SCOE shall not agree to a resolution of the grievance until fifteen (15) days after the Federation has received the decision on the grievance in writing.

- 15.4 Time limits at each step shall begin on the day of receiving the written decision. Time Limits specified in this procedure may be extended by mutual agreement. A step in the grievance procedure may be omitted with the mutual written agreement of the parties to the grievance.

- 15.5 Step One. Informal Level. An alleged grievance shall be presented for informal discussion with the immediate supervisor within twenty (20) days after the grievant knew, or should have known, or the condition upon which the grievance is based. The immediate supervisor shall respond to the grievant within five (5) work days with his/her decision.

- 15.6 Step Two. In the event the matter is not resolved informally, a written grievance shall be filed within ten (10) work days of the immediate supervisor's response at the informal level using the official grievance report form. The grievant shall inform the immediate supervisor by means of a clear and concise written statement of the specific section(s) of the Agreement which gave rise to the grievance, and the circumstances involved; and the specific remedy sought.
- 15.6.1 Within five (5) work days, the immediate supervisor shall communicate in writing to the grievant his/her decision together with supporting reasons.
- 15.7 Step Three. Within ten (10) work days after receiving the decision and the grievance is not resolved to the satisfaction of the grievant, the grievant may appeal the decision in writing to the Assistant Superintendent For Instructional Programs.
- 15.7.1 Within ten (10) days from the date of receiving the grievance, the SCOE Assistant Superintendent For Instructional Program/designee shall communicate his/her decision to the grievant in writing. At the request of either party a meeting shall be held before the issuance of a decision.
- 15.8 Step Four. Within ten (10) days after the date of receiving the decision of the Assistant Superintendent For Instructional Programs/designee at Step 3, the grievant, using the appropriate form, may appeal to Step 4. This step will provide mediation to assist the parties in resolving the grievance. A state mediator from the Mediation and Conciliation Service shall be used. If this step is not successful, no report shall be issued, nor any compromise offered by either side may be discussed or used beyond this step.
- 15.9 Step Five. Within ten (10) days after the conclusion of Step 4, the grievant may choose to request binding arbitration through the AECF/AFT. Within ten (10) days after the date of receiving the request from the grievant, the Federation shall decide whether or not to appeal the SCOE decision to arbitration. In the event the Federation wishes to proceed, it shall notify the Superintendent/designee of this request in writing by the end of the ten (10) day period.
- 15.9.1 Choosing an Arbitrator. Upon receiving the request for arbitration, the Superintendent/designee shall request a list of arbitrators from the California Mediation and Conciliation Service. As soon as possible after receiving the list, representatives of SCOE and the Federation shall alternately strike names from the list until only one name remains. The person named shall serve as arbitrator.
- 15.9.2 The arbitrator shall conduct a hearing, at which both parties may present witnesses and evidence. The arbitrator shall render a decision on the issues(s) submitted.
- 15.9.3 The arbitrator shall have no authority to add to, subtract from, or modify the terms of this Agreement or the written rules, policies, regulations and procedures or SCOE.

- 15.9.4 After a hearing, and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing to the parties his/her report listing the issues, pertinent facts, and decision. The decision of the arbitrator shall be final and binding upon the parties.
- 15.10 Cost of Arbitration. Each party shall bear the cost of preparing and presenting its own case in arbitration. All fees and expenses of the arbitrator and the arbitration process shall be shared equally by the parties. The grievant, the grievant's representative, and the grievant's witnesses shall be compensated at the regular rate and provided a substitute if the arbitration hearings should be held during the faculty member's scheduled class time.
- 15.11 Handling of Grievance Documents. All documents, communications, and records pertaining to a grievance shall be placed in a separate grievance file in the SCOE Personnel Office. Any document or record removed from a personnel file or any other file for use in a grievance shall be returned to the original file. While a decision is pending, and until a final determination is made, all proceedings shall be private and confidential.

Article 16. Fringe Benefits.

- 16.1 The County Office will make available health, vision, and for the faculty members and eligible dependents. Except as provided below in 16.3, the faculty member is responsible for the cost of the benefit plan by way of payroll deduction. Faculty members who are full-time will be required to enroll in one of the health benefit plans offered by SCOE. Faculty members with an assignment of .5 FTE and higher, who do not enroll in a health benefit plan, shall be required to provide proof of other medical coverage. Faculty members with an assignment of .5 FTE and higher shall be required to enroll in the dental and vision plans.
- 16.1.1 The Office shall provide disability insurance.
- 16.1.2 The Office shall provide a life insurance policy for \$60,000 for each faculty member.
- 16.1.3 Bargaining unit members may participate in an IRS 125 Flex Plan.
- 16.2 Retirees age sixty-five (65) or greater and dependents shall remain a part of the County Office's group medical insurance program, provided he/she pays the premiums and with carrier approval.
- 16.3 Effective August 1, 2008, SCOE will provide a contribution toward health benefit coverage in the amount of the Kaiser Low Plan.

Article 17. Early Retirement.

Faculty members may select from the following four (4) early retirement options. Approval of applications for Options II, III, or IV is purely within the discretion of the County Superintendent of Schools.

17.1 After ten (10) years of full time satisfactory service with SCOE and attaining the age of fifty-five (55), but not having reached age sixty (60), a unit member would become eligible for the following.

17.1.1 The County Office shall pay for the faculty member's premium in the County Office's medical insurance plan at the same dollar rate that the Office was paying when the faculty member retired until retiree reaches age sixty-five (65) years of age or until the retiree is covered by another medical insurance plan provided by any other source, whichever (age or coverage) comes first. Such coverage is subject to approval by the insurance carrier. The County Office shall pay for the retiree and spouse dental and vision coverage to age 65 at the same dollar rate that the County Office was paying when the unit member retired.

The County Office shall pay, not to exceed the Kaiser high plan single party coverage, for the unit member's premium in the County Office's medical insurance plans at the same dollar rate for the Kaiser high plan single party coverage that was in effect when the unit member retired until the retiree reaches age sixty-five (65) years of age or until the retiree is covered by another medical insurance plan provided by any other source, whichever (age or coverage) comes first. Such coverage is subject to approval by the insurance carrier.

17.1.2 A retiree, aged sixty-five (65) and over, and their dependents shall not be entitled to paid medical benefits, but may remain a part of the County Office group medical insurance programs provided he/she pays the costs involved, dependent upon carrier approval.

17.2 Post Retirement Contract

17.2.1 After ten (10) years of full time satisfactory service in the Sonoma County Office of Education and attaining the age of fifty-five (55), but not yet reaching age 60, a faculty member would become eligible for the Early Retirement/Post Retirement Contract.

17.2.2 Faculty members must apply for this program by February 15th of the year they wish to retire and must retire on July 1 of the same year.

17.2.3 Upon approval by the County Office, faculty members opting for this program would retire and be employed (in addition to their retirement benefits) as an independent contractor of this Office under conditions listed below.

17.2.4 Once electing to participate in the program, a faculty member may not request to return to regular employment in the Office. Also, once a faculty member has entered the program, he may not change options or re-enter the service of the Office.

17.2.5 The maximum period for which this agreement shall remain in force is ten (10) years or until age sixty-five (65), whichever comes first and subject to the following conditions:

17.2.5.1 The County Office shall pay for the retiree and his/her spouse's premium in the Office's medical insurance plan at the same rate provided to active faculty members until retiree reaches age sixty-five (65), or until the retiree and his spouse are covered by other medical insurance plans provided by any other source. This one aspect of the Early Retirement Incentive Program (health Insurance) is a legal commitment from the Office of Education and is subject to termination only at the request of the retiree, death of the retiree, or as mentioned above, other medical insurance provided by any other source. The County Office shall pay for the retiree and spouse dental and vision coverage to age 65 at the same dollar rate that the County Office was paying when the unit member retired

17.2.5.2 Between the ages of fifty-five (55) and sixty (60) only, subject to renewal each July 1st at the option of the retiree, the retiree may be employed as an independent contractor subject to the following two (2) conditions:

17.2.5.2.1 Employment of twenty (20) days per year, subject to annual renewal.

17.2.5.2.2 A salary at least equivalent to twenty (20) days' pay at the daily rate of the salary schedule and step at which the retiree was placed when he retired. The salary will be paid each year at the same daily rate earned by active faculty members in the same position. Salary shall not exceed the STRS maximum amount. Salary may be paid in twelve (12) equal payments or in one (1) payment at the option of the retiree.

17.2.6 In the event that any future governmental reorganization completed by the California State Legislature affects the existence or income of the Sonoma County Office of Education to the extent that it would be fiscally impossible to maintain this program, the Board of Education and any participant in the program understand and agree that the Board can terminate all or part of this policy without liability from any participant in the program.

17.3 Part-time Work (Education Code Section 44922)

Notwithstanding any other provision, the County Superintendent of Schools may allow their certificated employees to reduce their workload from full-time to part-time duties in anticipation of retirement, subject to the following:

- 17.3.1 The faculty member shall have reached the age of fifty (55) prior to reduction in workload.
- 17.3.2 The faculty member shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.
- 17.3.3 During the period immediately preceding a request for a reduction in workload, the faculty member shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.
- 17.3.4 The option of part-time employment shall be exercised at the request of the faculty member and can be revoked only with the mutual consent of the employer and the faculty member.
- 17.3.5 The faculty member shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.
- 17.3.6 The faculty member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 17.3.7 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the faculty member's contract of employment during his or her final year of service in a full-time position.
- 17.3.8 The period of such part-time employment shall not exceed five years.
- 17.3.9 The period of such part-time employment shall not extend beyond the end of the school year during which the faculty member reaches his or her 70th birthday.
- 17.3.10 Applications for this program must be submitted to the Superintendent no later than February 15th of the last year they wish to work full time.

17.3.11 The faculty member shall contribute to STRS the amount based upon the salary that would have been contributed had the faculty member been employed full time.

17.3.12 The County Office shall contribute to STRS an amount based upon the salary that would have been paid to the faculty member had the member been employed full time.

17.4 Golden Handshake

17.4.1 In accordance with Chapter 996 of the Statutes of 1990, applications for early retirement under this program may be submitted and approved.

17.4.2 In accordance with the program, faculty members with at least five years of service credit with the County Office and who are at least 55 years of age, may apply for up to two years of additional service credit upon retirement.

17.4.2.1 The program may be available to faculty members with thirty (30) years of service credit who are at least age fifty (50).

17.4.3 For those approved applicants who have been with the County Office at least 10 years, the County Office shall maintain medical benefits at employer expense as follows:

17.4.3.1 Benefits will be maintained at the same ratio as the faculty member's employment just prior to retirement compared to full time.

17.4.3.2 Such benefits will be continued for a period not to exceed age 65 or 10 years, whichever comes first. However, faculty members who retire after age 60 under Golden Handshake provisions will receive medical benefits for either faculty member or spouse for 3 years or faculty member only for a period of 5 years.

Article 18. Faculty Salary.

18.1. The Salary Schedule effected beginning July 1, 2002. It reflects the following adjustments compared to the 2001-02 AECF Salary Schedule.

18.1.1 COLA of 1.65%; then, application of:

18.1.2 \$10,200 added to each and every cell of the Salary Schedule for the purpose of paying for health, dental, and vision insurance.

- 18.1.3 Should the state COLA to county offices increase above 1.65% for 2002-03, the parties will immediately reopen negotiations for the purpose of addressing such adjustment.
- 18.2 The applicable salary schedule effective July 1, is attached as Appendix A. Placement of employees shall be based on years of experience and education. Faculty members shall notify the SCOE Personnel Office of their intent to obtain additional units by June 1 and provide documentation verifying units earned by August 31.
- 18.3 Faculty members with a clear credential may advance no more than one salary schedule column per year. A Faculty member with a preliminary credential may not advance on the salary schedule columns until such time as he/she obtains a clear credential. Units which have been earned prior to a clear credential, may be banked and utilized for column advancement at a rate not to exceed one column per year.
- 18.4 Effective July 1, 1999, an annual stipend will be paid to each member of the bargaining unit based on each hour of assigned teaching per day equal to \$175.00 per hour (Example: A full time teacher will teach six (6) hours and receive an annual stipend of \$1050.00).
- 18.5 For the term of the contract July 1, 2008 through June 30, 2011, SCOE and AECF/AFT agree that the salary and benefit increases, if any, shall not be less than that provided ROPTA.

Article 19. SCOE Expenses.

SCOE shall pay the cost in excess of any health plan coverage for the following:

- 19.1 Physical Examination. Any necessary medical examination required as a condition of employment, or continued employment, in accordance with the provision outlined in the Education Code or Government Code.
- 19.2 Tuberculosis Test. When a faculty member is required to have a T.B. skin test as a condition of continued employment, SCOE shall pay as stated above. When an x-ray is necessary to clarify results of the skin test, SCOE shall pay the cost as stated above.

Article 20. Travel/Meals/Lodging Reimbursement.

- 20.1 Travel Reimbursement. Faculty members shall be reimbursed for service on pre-approved business upon filing a claim for travel required beyond traveling to and from their initial worksite. Reimbursement shall be in accordance with SCOE policy.
- 20.2 Meals and Lodging Reimbursement. Faculty members on approved business for SCOE shall be reimbursed for meals and lodging in accordance with SCOE policy.

Article 21. Layoff Due To Loss Of ADA Or Reduction Of A Particular Kind Of Service.

- 21.1 In case of a loss of ADA or a reduction of a particular kind of service, layoff shall be by order of seniority.
 - 21.1.1 “Seniority” shall mean years of service in teaching adult education at SCOE. Seniority shall commence from the first date of paid service.
 - 21.1.2 If a faculty member returns from an absence within twenty-four (24) months it shall not be treated as a break in service.
- 21.2 The Superintendent shall notify the affected faculty member(s) in writing by personal service or registered mail to last address of record of his/her intent to recommend that the faculty member’s contract will not be renewed for the following school year. The faculty member will be provided at least forty-five (45) days advance notice and the Federation will be notified at the same time.
- 21.3 Included in such notice of intended action the faculty member will be offered a reasonable opportunity to meet with the Superintendent/designee regarding the intended action.
 - 21.3.1 The faculty member has a right to be represented by a Federation representative at the meeting.
 - 21.3.2 Upon request, reasons for the intended reduction in force will be provided in writing.
- 21.4 Final notice of non-renewal of contract will be issued by the Superintendent no later than June 15.
- 21.5 A faculty member whose contract is not renewed under this provision for the reason of loss of ADA or a reduction of a particular kind of service shall have twelve (12) months right of reemployment in the inverse order of seniority.
- 21.6 Upon request the parties shall negotiate the effects of layoffs.
 - 21.6.1 A faculty member whose contract has not been renewed under Section 13 or 21 will be allowed up to six (6) days of personal necessity leave to seek other employment. One (1) day of leave will be allowed for each interview and an additional day for travel for any interview which requires travel of 200 miles or more in one direction. Implementation will follow notice to the immediate supervisor, in advance, and proof of need. Proof of need will normally be indicated by a letter announcing the scheduling of a time and place for an interview. Personal necessity leave used for this purpose shall be deducted from sick leave and presupposes that the unit member has accumulated sick leave available for this purpose.

21.6.2 A faculty member whose contract has not been renewed under Section 13 or 21 shall be entitled along with his/her dependents, for a period of 24 months, to continue enrollment in any health and welfare plan offered by the County Office to unit members. The County Office shall pay the premiums as specified by the contract through September 30, following the last day of service. Thereafter, the former unit member may, if he/she chooses, continue to pay the necessary premiums on a monthly basis. This benefit will be subject to the agreement of the individual insurance carrier(s).

Article 22. Meet And Consult.

- 22.1 SCOE and AECF/AFT agree to meet and consult upon request regarding the general operation and financial status of the AECF Program.
- 22.2 In addition, topics for discussion between SCOE and AECF/AFT shall include, but not be limited to, the following subjects:
- 22.2.1 Faculty relationships with non-teaching personnel.
 - 22.2.2 Staffing for the following school year.
 - 22.2.3 The selection process for Faculty who serve on committees, commissions, or other bodies established by SCOE which require faculty representation.
 - 22.2.4 Educational objectives, determination of the content of courses and curriculum, and the selection of textbooks and instructional materials.

Article 23. Payroll Deductions.

- 23.1 Deductions. SCOE shall deduct Federation dues, insurance, charitable contributions, assessments, credit union, and other obligations duly executed on a SCOE or a Federation payroll deduction form from the wages of all faculty members.
- 23.2 All faculty members, as a condition of continuing employment, shall either pay dues or a representation fee to the Union. In no case shall the representation fee be greater than the periodic dues and general assessments of the Union. Dues and/or fees shall commence no later than thirty (30) days from the date of hire. Dues or fees for faculty members whose employment commences after the beginning of the school year shall be paid prospectively and not retroactively. The Union shall furnish the Employer with any information needed to fulfill the provisions of this Section.
- 23.2.1 The Employer shall, in lieu of dismissing a faculty member who refuses to pay or sign a dues or service fee authorization form equal to the Union dues and general assessments, exercise its right to automatically deduct from the salary of the faculty member the amount of the representational fee under the provisions of Education Code 45061.

- 23.2.2 Notwithstanding any other provisions of this Section, any non-member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such faculty member is required, in lieu of paying a representational fee, to pay an amount equal to the representational fee of the Union to one of the following charitable organizations exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. The organizations are (1) the YWCA Battered Woman's Shelter (333 South E St., Santa Rosa) or (2) Covenant Connections (430 Murphy Avenue, Sebastopol).
- 23.3 The parties may request proof of such payments on an annual basis as a condition of continued exemption from paying the representation fee to AECF/AFT.
- 23.4 The Union shall indemnify and hold SCOE harmless from any and all claims, demands, or suits arising from the organizational security provisions contained herein.
- 23.5 Transmittal. All Federation dues money deducted by the tenth of the month will be transmitted to the Federation Treasurer together with a list of the individuals for whom such deductions were made.

Article 24. Federation Rights.

- 24.1 Agreement Copies. Copies of this Agreement shall be provided to all faculty members in the unit. Distribution to faculty members in the unit shall be the responsibility of the Federation. New faculty members in the unit shall be provided with copies of the contract and the current salary schedule on the first day of employment by SCOE. Review copies shall be made available by SCOE upon request. The cost of printing shall be borne by SCOE.
- 24.2. Proposed Policy Changes. SCOE shall furnish the Federation with one (1) copy of each proposed policy change which may impact upon faculty, with backup materials.
- 24.3 Meeting Facilities. Upon request, SCOE shall make available, at no cost, meeting facilities for the Federation for unit faculty members. No cost of the use of facilities shall be charged.
- 24.4 The Federation shall have reasonable access to use of faculty mailboxes.
- 24.5 List of Faculty. SCOE shall furnish the Federation with a complete list of faculty members on September 31 of each fiscal year indicating the following information: Name, address, telephone number, if available.
- 24.6 Release Time. A reasonable amount of release time shall be provided by SCOE to the Federation for the processing of grievances, and negotiations.

Article 25. Savings.

In the event any provision of this Agreement is, or at any time shall be, held to be contrary to law or is deemed invalid as determined by a court of competent jurisdiction or legislative action, all other provisions of this Agreement shall continue in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions. SCOE and the Federation shall meet upon request to discuss the invalidated provision(s) and negotiate a replacement provision(s), if necessary.

Article 26. Duration and Conditions.

- 26.1 Agreement Precedence. This Agreement shall supersede any rules, regulations, or practices of SCOE which are or may be in the future contrary to or inconsistent with the specific terms of this contract.
- 26.2 Duration. The duration of this Agreement shall be from the date of July 1, 2008 through June 30, 2011.

For the Union

For the County Office

Date _____

Date _____

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