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ARTICLE XVII. ADULT EDUCATION PROGRAM

A. Unit members employed in the Adult Education Program shall be covered by all the Articles of this Collective Bargaining Agreement unless exempted in this Article.

~~B. The Pajaro Valley Unified School District Adult Education Program is considered to be one school.~~

B. Definitions:

1. Full-time Adult Education unit member: Thirty (30) hours per week shall be considered a full-time assignment in the Adult Education Program.
2. Regular Adult Education Unit Member (probationary or permanent): Any person who is employed to teach Adult Education classes, or who counsels Adult Education students, for 18 hours per week (60% of a full time assignment) or more, shall be classified as a regular unit member.
3. Temporary Adult Education Unit Member: Any person who is employed to teach Adult Education classes, or who counsels Adult Education students, for 18 hours per week (60% of a full time assignment) or less, shall be classified as a temporary unit member.

C. Permanent Status.

A regular Adult Education unit member may attain permanent status within the District by teaching a minimum of seventy-five percent (75%) of the days of the regular adult school year (excluding any summer program) per year for two (2) consecutive years.

1. The permanent-status hours of an Adult Education unit member shall be based on service which is equivalent to the average number of hours per week which the unit member served during his/her probationary years.
2. Adult Education unit members who have attained permanent status at one level of hours per week and are subsequently increased in hours may have their permanent status increased pursuant to an average of the three years of most recent experience.
3. The members who hold permanent status in the regular K-12 program, who become eligible for permanent status in the Adult Education program also, shall, at the time of being eligible, elect whether their permanent status will be with the regular K-12 program or Adult Education.
4. Retired Adult Education unit members with Permanent Status at the time of their retirement shall have Temporary Status should they be rehired. They shall retain their original date of hire provided they serve in the Adult Education department within two years of their retirement. Their work assignments after retirement shall remain below 18 hours per week.

D. Seniority and Service Area Seniority

1. The combined Adult Education programs of Santa Cruz City School District (SCCSD) and Pajaro Valley Unified School District (PVUSD) will be considered one program. There will be one seniority structure as defined by Education Code.

2. Service Area Seniority

Service Area Seniority will be recognized solely to allow former employees of SCCSD to continue working in the former service area of SCCSD and to allow employees of PVUSD to continue working in the service area of PVUSD. The Service Area Seniority date will be the same as the Date of Hire. Higher Service Area Seniority, either the SCCSD service area or the PVUSD service area, shall entitle an employee to first choice for any changes in assignment within the respective Service Area. Service Area Seniority of Permanent or Probationary teachers is a higher priority than the Service Area Seniority of Temporary teachers. Teachers hired after July 1, 2016 will not have any Service Area Seniority and may be assigned as provided in this CBA.

3. As used in this Article, there are two "Service Areas": The Santa Cruz Service Area includes the sites that were formerly part of SCCSD Adult Education, and the Watsonville Service Area includes the sites that were part of the PVUSD Adult Education prior to the 2016-17 school year.

DE. Workload and Hours.

During any regular quarter, regular Adult Education teachers will be scheduled for no fewer hours than were worked the previous quarter, unless the assignment changed due to a reason listed in L., 4. a-d. below.

1. **Basic Work Week:** Times of arrival and departure shall be set for unit members by the principal with the advice of the faculty.
 - a. Teachers are responsible for maintaining accurate attendance reports and for submitting such reports to the Adult Education office on specified due dates. The District is responsible for compilation of the monthly attendance report.
 - b. Teachers will be paid the extra-duty hourly salary for any extra work requested of them that is not part of their regular teaching assignment. Extra work must be agreed to in writing by the teacher and the site administrator, prior to the assignment.
2. **Faculty Meetings:**
 - a. Faculty meetings shall be scheduled on a reasonable basis, not to exceed an average of two hours per month.
 - b. Teachers will be paid the extra-duty hourly salary for attendance at faculty, departments or professional development meetings.
 - c. Attendance at faculty or department meetings is mandatory for all teachers. If an emergency or illness prevents a teacher from attending, the administrator shall be informed in advance, if possible. A make-up meeting between teacher and administrator will be scheduled as soon as possible following the missed meeting.
3. **Expansion of Offerings or Consolidation of Classes:**

20170602 Proposal by Pajaro Valley Federation of Teachers

- a. Additional classes shall be offered in the following priority to Adult Education members whose credential and experience qualify them for the additional class:
 - (1) Regular Adult Education unit members on a seniority basis;
 - (2) Temporary Adult Education unit members on a seniority basis;
 - (3) Non-unit members.
- b. Consolidation (reduction) shall be done in reverse seniority order, that is the first reduction will be to:
 - (1) Non-unit members;
 - (2) Temporary Adult Education unit members with the least seniority;
 - (3) Regular Adult Education unit members with the least seniority.
- c. Any Adult Education teacher who is authorized to start a new class shall hold the class for a minimum of three (3) class sessions even if the attendance should be below the accepted minimum.

EF. Calendar.

The work year for Adult Education regular instructors shall be a minimum of 181 days.

All certificated employees working one hundred and eighty-one (181) days and all regularly employed Adult Education employees shall have one paid work day prior to the opening of school. Adult Ed teachers shall attend this paid work day as follows:

Hours/week taught	Hours/work day
1-17	5
18+	7

A two-hour paid pre-school staff meeting shall be included in these hours. In order to be paid for the work day, Adult Ed teachers must take part in this two-hour paid staff meeting.

If the Adult Education teacher's normal work location is unavailable, a work day location shall be designated by the Director of Adult Ed. Adult Ed teachers who are also K-12 teachers shall be excused from this paid work day in order to meet their K-12 requirement unless the K-12 requirement does not conflict with the Adult Ed work day schedule.

FG. Class Size.

1. Class Size:

Every reasonable effort shall be made to see that class size shall not exceed a maximum average of twenty-five (25) students, over four (4) class sessions.

- a. Pre-School oriented classes (where children are present) shall have a maximum average attendance per hour of twenty-two (22) students over four (4) class sessions.
- b. ~~Handicapped~~ The Adults with Disabilities Program shall have a maximum average attendance per hour of twenty-two (22) students, over four class sessions.

~~The percent of salary expenditures and other teacher expenditures (benefits, retirement, etc.) will be compared monthly to the percent of the ADA earned as of the same date. This comparison will be used as a guide to determine whether ADA and teacher expenditures are increasing month by month at a similar rate.~~

~~Whenever these rates have a difference of ten percent (10%) or more, a faculty committee of three (3) and the administration must review class averages and other factors and recommend actions which will bring the ADA and expenditure rates within five percent (5%) of each other. Class averages may be modified if necessary to bring those rates within the five percent (5%) limit.~~

1. Overload Procedures:

The following procedures apply in classes where the average attendance per hour exceed the maximums established.

- a. When any class becomes over-attended, according to the provisions of this Article, the teacher shall notify the proper administrator no later than the third regular meeting following the date of over-attendance.
- b. Every effort will be made to employ an instructional assistant, interviewed by the teacher and administrator, no later than five (5) working days after notification.
- c. In multi-level ESL classes, Learning Center Classes, classes for handicapped adults, and pre-school oriented classes where children are present, an instructional assistant will be provided when the attendance is consistently at twenty (20) or more. Every effort shall be made to employ an Instructional assistant by the fifth consecutive class session.
- d. In other Adult Education classes (except fee-supported) an instructional assistant will be provided when the attendance is consistently at twenty-seven (27) or more. Every effort will be made to employ an instructional assistant by the fifth consecutive class session.
- e. In either 2. c. or d. (above) the teacher may waive, in writing, the provision of having an instructional assistant assigned.
- f. When attendance is consistently above thirty-five (35), every effort shall be made by the fifth consecutive class session to divide the class, or if feasible, combine students with another class.

2. Minimum Class Size:

Classes may be cancelled, or subject to cancellation, in accordance with the following provisions:

- a. A class with twelve (12) or fewer students for four class sessions will be cancelled, or combined with another class, when possible. This will occur the meeting following written notice to the teacher from administration.
- b. When a class drops to fifteen (15) in attendance, every effort shall be made to increase enrollment. If the enrollment remains at fifteen or below, the class may be combined with others when possible.

GH. Wages and Related Matters.

1. Salary:

The salary schedule shall consist of two classes:

Class I - Credential;

Class II - Credential + B.A. + 15 units;

Class II shall be five percent (5%) higher than Class I.

2. Placement:

- a. Employees hired for the first time on or following July 1, 1984 will be placed on Step 1, unless qualifications for experience as stated in c. and d. below, apply.
- b. For initial placement on this salary schedule, credit for all years of fulltime work in Adult Education shall be granted to all employees.
- c. Credit for step placement may be granted for all previous full-time teaching experience. One step of advancement shall be given for each year of verified teaching experience.
- d. Credit for salary step placement shall be granted to occupational teachers for each year of verified related occupational experience. A work year shall be defined as thirty (30) hours or more per week for seventy-five percent (75%) or more of the work year.

3. Make-up for Holidays:

Teachers whose classes fall on legal holidays as designated in the Adult Ed Calendar, are authorized to arrange make-up sessions at dates and times suitable and convenient for students to attend.

4. Mileage:

Mileage shall be provided between required assignments when the second or additional assignment begin(s) within two (2) hours of the previous assignment.

5. Department Chairpersons: See Article VII, Section A, 2, d.

HI. Health and Welfare Benefits.

The District agrees to provide health and welfare benefits to all Adult Education unit members working at least sixty percent (60%) (eighteen [18] hours per week) of a full-time assignment.

IJ. Leaves.

The provisions and procedures contained in Article XII of this Agreement shall apply to Adult Education unit members, except for the provisions following which supersede provisions of Article XII.

All reference to leave "days" in Article XII shall be considered to be "hours worked for that particular day" when applied to Adult Education members. Hours paid for any leave with pay covered in Section A through G of Article XII, shall be the equivalent to hours and days considered to be that unit member's regular assignment worked prior to the leave.

1. Sick Leave-Illness or Injury:

- a. Adult Education unit members shall be credited with one (1) hour of sick leave for every eighteen (18) hours of paid service on an unlimited accumulated basis.
- b. If all sick leave is used and an Adult Education unit member is absent from work due to illness or accident, retroactive payment for such hours will be paid at the end of the school year from any sick leave hours accumulated for that year after the teacher returns to work following the absence.
- c. Hourly sick leave accumulated in Adult Education will be transferable to the regular K-12 program on the basis of one (1) day sick leave for each six (6) hours sick leave accrued.
- d. Unused accrued hourly sick leave may be applied toward retirement service credit in accordance with STRS regulations.

~~e. Extended Sick Leave (Article XII, A., 8.) shall apply to Adult Education unit members, with the differential pay being the difference between the unit member's hourly rate and the hourly rate paid the substitute (or the hourly rate that would be paid a substitute whether one is hired or not). Provided further that in no case shall more than fifty percent (50%) of the employee's salary be deducted during the first thirty (30) days of absence or until the employee is eligible for long-term disability benefits, whichever occurs first.~~

~~f.e. Accrued K-12 sick leave will not be used for Adult Education absences, nor is it possible to use Adult Education sick leave for K-12 absences.~~

~~2. Military Leave: Adult Education unit members shall be eligible for Military Leave in accordance with the appropriate Education Code and Military and Veterans' Code provisions. Such absences do not constitute a break in service.~~

JK. Evaluation.

Adult Education teachers shall be evaluated on the forms and following procedures approved by the Director of Adult Education and PVFT representatives. Permanent Adult Education teachers shall be evaluated at least every other year. Probationary and Temporary Adult Education teachers shall be evaluated at least annually. Annual evaluations will be defined as an evaluation every year from the date of first paid service. Evaluations shall be sufficiently clear to provide each teacher with notice of areas of strength, as well as areas to be improved with an offer of support to assist the teacher to improve. Adult Education unit members shall be paid their regular hourly wage for any time they are required to spend on their evaluation meetings beyond their regular work hours.

Categories of instructors in Adult Education:

- ~~1. Temporary, first-year instructors: instructors who are assigned fewer than eighteen (18) hours a week and are in their first calendar year of service from date of hire.
 - ~~a. If instructor is released after one hundred thirty-five (135) days of service and rehired within the next three (3) years, this instructor becomes a temporary instructor.~~
 - ~~b. If instructor is released with fewer than one hundred thirty-five (135) days of service and rehired within the next three (3) years, original time of service is credited as part of first calendar year of service.~~~~
- ~~2. Temporary instructors: instructors who are assigned fewer than eighteen (18) hours a week and have served for more than one (1) year continuously.~~
- ~~3. Regular, Probationary (I & II) instructors: instructors who are assigned eighteen (18) hours or more a week and are in their first or second year of full-time assignment. Instructors assigned eighteen (18) hours or more a week for less than seventy-five percent (75%) of the regular school year begin Probationary I the following July 1.~~
- ~~4. Regular permanent instructors: Instructors who are assigned more than eighteen (18) hours a week and have had that assignment for more than two (2) years.
 - ~~I. Temporary first year instructors: Evaluated by the administrator with reference to the Instructor —Competencies Assessment Instrument (ICAI).~~
 - ~~II. Temporary Instructors: Self Assessment using the ICAI.
 - ~~-Evaluated by the administrator every two years including at least one documented administrative observation which will be shared with the instructor.~~
 - ~~-Any unsatisfactory evaluation invokes the district plan of pre-assistance, which will be completed before instructor is released.~~
 - ~~-A satisfactory evaluation presumes that the instructor is qualified to be eligible for probationary status.~~~~~~

~~III. Probationary instructors: Administrative Mandate Model~~

- ~~— Three conference cycles~~
- ~~— Observation tools based on the ICAI~~
- ~~— Three pre-conferences with administrator~~
- ~~— Three administrative observations~~
- ~~— Three post-conferences with the administrator~~
- ~~— Mid-year report on progress in the ICAI~~
- ~~— Staff and administrative meeting— Administrator writes final assessment. Teacher adds comments.~~

~~Probationary instructors will develop a portfolio that documents competency and growth. Portfolio will focus on the competencies listed in the ICAI. Evidence in the portfolio is gathered and reflected upon in summary to identify growth in the Professional Standards and to guide professional decision making regarding next steps for improvement.~~

~~Contents of the Portfolio:~~

- ~~— 1) Written reflection on self-assessment of the ICAI.~~
- ~~— 2) Written focus, goals and plan for documenting growth in selected ICAI competencies.~~
- ~~— 3) Written summary and accompanying evidence of professional growth in each of the Professional Standards on the Mid-Year recommendation. The evidence should be based on the written focus, goals and plans, but may include additional areas.~~

~~Supervising Administrators will:~~

- ~~1) Make 3 formal observations and corresponding pre and post-conferences to document and reflect on the growth in the Instructor competencies. Request and review evidence for teacher portfolio.~~
- ~~2) Write a mid-year Recommendation summarizing two observations and corresponding pre and post-conferences in regards to progress in growth of the Instructor Competencies. An unsatisfactory evaluation invokes a plan of pre-assistance.~~
- ~~— 3) Write a Final Evaluation Summary including additional information from the third observation and pre and post-conferences regarding progress in the Instructor Competencies.~~

~~IV. Permanent Teachers: Portfolio, Partner or Administrative choice options.~~

~~Permanent teachers must be evaluated at least every two years. Permanent teachers may choose among the Partner, Portfolio, or Administrative Choice Processes. Format of documentation must match the formats of documents in the *PVUSD Certificated Evaluation Administrative Manual* with one noted difference: in place of the *Domains of the Continuum of Teacher Abilities* Adult Education instructors will focus inquiry on the *Instructor Competencies Assessment Instrument*.~~

~~In Pre-Assistance and Peer Assistance and Review processes, referral will be made to the *Instructor Competencies Assessment Instrument* but in other ways will use format, timelines, and process outlined in the *PVUSD Certificated Evaluation Administrative*~~

Manual.

KL. Reduction in Staff.

For the purposes of reduction in staff, "seniority" shall be determined by the first date rendered of paid regular certificated service. The employee with the earliest date of rendered paid unbroken service shall be designated as having greater seniority.

1. For the purposes of layoff under the provisions of Education Code paragraph 44955 and paragraph 44949, seniority shall be determined by the first day of rendered paid service as a probationary employee. As between employees who first rendered paid service to the District on the same date, the following criteria shall be used:
 - a. The greater number of hours as an hourly certificated employee at the end of the year preceding the ranking shall have the highest seniority.
 - b. In the event that ties still exist, the remaining ties shall be broken by lottery.
2. Break in Service:

A resignation, or three consecutive quarters with no rendered paid service, shall constitute a break in service. When a regular unit member's services are terminated for lack of enrollment, or discontinuance of service, or are otherwise interrupted in a manner declared by law not to constitute a break in service, the original order of employment shall stand.

LM. Reassignment.

1. Reassignment is the placement, within a given site, of an employee in a different position with a different grade level (such as beginning to advanced), or a different department (such as Adult Basic Education to English as a Second Language), or both (such as Adult Basic Education to Beginning English as a Second Language).
2. Seniority: "Amount of time" means years and months of service, not hours.
3. A year of service is service performed for sixty percent (60%) of a full-time assignment for seventy-five percent (75%) of the basic school year as listed in the school calendar.
4. The District will reduce teaching assignments for any of the following reasons:
 - a. Average daily attendance of twelve (12) or fewer over four (4) class sessions;
 - b. Discontinuation of special funding;
 - c. Unsatisfactory performance affecting the instructional program including special curriculum needs, as evidenced by evaluation (based on a negotiated evaluation system);
 - d. Loss of facility or change of program over which the District has no control. The District will make every reasonable effort to replace such loss.

5. Adult Education unit members are exempt from Article XIV., Sections E. and F., which pertain to Transfer.

MN. Early Retirement for Adult Education Teachers.

1. An Adult Education teacher with a minimum of ten (10) years continuous service to the District, including Board approved leave, with an average of eighteen (18) hours of service per week or more and a minimum of fifteen (15) hours of service per week, who is at least fifty-five (55) years of age, may can retire from PVUSD without retiring from STRS or PERS and receive health benefits with dependent coverage until the age of sixty five (65) or when eligible for Medicare, whichever is earlier. The District contribution shall be in accordance with Article XXIII, paragraph D.
2. For the purposes of this Section N., teachers who moved from the Santa Cruz City Schools District to PVUSD as part of the 2016 MOU shall be allowed to use their years of service in SCCSD to qualify for Early Retirement Benefits.

NO. Leadership Teams:

The majority of the site Leadership Team shall consist of full-time or shared contract classroom teachers with representation from each grade level or department. The classroom teachers shall be selected by their peers. The site administrator shall designate the other members of the site leadership team. The Adult Education Program Leadership Team shall consist of a majority of Adult Education teachers. Each team shall develop a protocol for communicating the recommendations and decisions of the team to the staff.

OP. Circumstances specific to the Adult Education Program.

Article IX. A. Files for Adult Education unit members shall remain at the Adult Education Office. For identification and employment purposes, up to-date rosters of Adult Education employees will be provided to the main Human Resources Dept. and the Business Office. See Article IX., A., 3., Personnel Files.

Article XV. Part-Time Teaching and Divided Contracts: Does not apply to Adult Education unit members.

PQ. Grievance: See Article XVI.