

## **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. 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 less than 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 only apply for unit members hired before July 1, 2016 and former employees of SCCSD. Service Seniority shall allow employees to continue working in the service area in which they

were originally hired. The Service Area date will be the same as the Date of Hire. Service hours shall be assigned to permanent and probationary employees before temporary employees within the respective service area. Unit members hired after July 1, 2016 will not have any Service Area Seniority and may be assigned as provided in this CBA.

- a. Service area seniority shall be considered when determining changes in assignments within the respective service area.
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.

## **E. 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 M., 4. a-d. below.

1. Basic Work Week: Times of arrival and departure shall be set for unit members by the Director 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.
  - c. **Adult Education Teachers will be provided with one (1) optional workday at the beginning of the second semester negotiated through the calendar process paid at their per diem rate to fulfill their professional responsibilities. The optional work day will be free from training, meetings, or professional development.**
2. Faculty Meetings and Professional Learning Communities (PLCs):
  - a. Faculty meetings shall be scheduled on a reasonable basis, not to exceed an average of two hours per month.
  - b. Unit members will be paid their hourly salary for attendance at faculty, PLC, departments or professional development meetings.
  - c. Attendance at faculty, PLC or department meetings is mandatory for all unit members. If an emergency or illness prevents a unit member from attending, the administrator shall be informed in advance, if possible. A make-up meeting between unit member and administrator will be scheduled as soon as possible following the missed meeting.
  - d. PVFT Union Meetings: At least two (2) occasions per semester, PVFT will get ten (10) minutes during department meetings, as requested.
3. Shared Assignments:
  - a. **Teachers shall be allowed to share assignments when mutually agreed upon by both unit members and administration. Teachers shall be responsible for providing Adult Ed Administration with a calendar for work days, including testing dates. Teachers will update Adult Education administration as soon as possible regarding any modifications to the calendar.**

- b. A request to begin or continue on a shared assignment shall be filed on or before October 31 for second semester of the current year and April 20th for the first semester of the following year. The District shall notify the employee as soon as possible, but no later than December 1 for the second semester of the current year and June 1st, whether or not their request has been granted. If approved, the duration of the shared assignment will be for one semester.
  - c. Employees within the TK-12 program shall be eligible to share an assignment in Adult Education, as long as they have the relevant experience and qualifications.
4. Unit members teaching adult education shall receive the amount of on site preparation time listed below for their classroom teaching hours at their hourly rate of pay:
- a. 30-40 hours of teaching per work week = 1 hour prep/week
  - b. 30-29.5 hours of teaching per work week = 45 minutes prep/week
  - c. 1-19.5 hours of teaching per work week = 30 minutes prep/week
  - d. The preparation time is considered non-instructional hours.
5. Expansion of Offerings or Consolidation of Classes:
- ~~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.~~
  - a. All additional classes, vacancies, and additional hours shall be posted on the district's online application system as far in advance of the closing date for submission of applications as practical, a minimum of 5 working days. Notification will be sent via email to adult education members within 24 hours from when the job is posted. In-District unit members applying for available hours shall be offered in the following priority to adult education members whose credential and experience qualify them for the additional classes.
    - 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.

~~6. All vacancies and available hours shall be posted on the district's online application system as far in advance of the closing date for submission of applications as practical, a minimum of 5 working days. Notification will be sent via email to adult education unit members. Prior consideration shall be given to in-district unit members applying for available hours.~~

#### **F. Calendar.**

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

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 unit members shall attend this paid work day as follows:

**Hours/week taught**

1-17

**Hours/work day**

5

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 unit members must take part in this two-hour paid staff meeting.

If the Adult Education unit members 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.

## G. 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. The Adults with Disabilities Program shall have a maximum average attendance per hour of twenty-two (22) students, over four class sessions.

### 2. 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.

## **H. 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.

~~Hours of service are required to move from one step to the next shall be as follows, except that there will be only one move per year, effective July 1: six hundred (600) cumulative hours.~~ **Salary step advancement is determined by hours of service. Hours of service are cumulative from the date of hire. Every time 600 cumulative hours are completed, the unit member will move one step effective the following July 1.**

### **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.**

**6. Adult Education Teachers (regular, temporary, and retirees) who provide coverage in other Adult Education classes will receive an hourly rate based on current placement or their placement at the time of retirement on the Adult Education salary schedule.**

**I. 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.~~

- a. For current employees working 18 hours per week or more prior to June 30, 2025, the District agrees to continue to provide health and welfare benefits for every semester they maintain their 18 hours per week.**
- b. Effective July 1, 2025, the District agrees to provide health and welfare benefits as follows:**
  - i. 18-22 hours per week: 60% of the District's contribution**
  - ii. 23+ hours worked per week: 100% of the District's contribution**

**J. 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. 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.**

**K. 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.

#### **L. 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.

#### **M. 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. Continuing employees shall receive written notification of their subject, and site assignment on or before May 20th for the next school year, except where good cause exists, such as late resignations, retirements, new projects, or unexpected program changes.
5. Requests for reassignment for the following school year shall be made known to the unit member’s immediate supervisor on or before April 1st. The request shall be made in writing.
6. The immediate supervisor shall attempt to honor reassignment requests wherever possible, considering the employee’s areas of demonstrated competence, qualifications, and program needs. When all considerations are deemed to be equal by the immediate supervisor, seniority shall be used to make a final determination.

7. The District may 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.
8. Adult Education unit members are exempt from Article XIV., Sections E. and F., which pertain to Transfer.

**N. 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 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.

**O. 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.

**P. 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.

**Q. Grievance:**

See Article XVI.



**R. Communication:** At least one month prior to the Adult Education consortium meeting, the adult education director or designee will send out a communication to all adult education unit members. The communication will provide information on date, time, and location of the meeting, and the topics to be presented or discussed during the consortium meeting. Unit members may provide written feedback, regarding the topics to be discussed at the consortium meeting.