

ARTICLE XXIII - SALINAS ADULT SCHOOL

A. LEAVES:

1. Sick Leave:

Each bargaining unit member shall earn and receive sick leave during a calendar year or any portion thereof as follows:

- a. One (1) clock hour of sick leave shall be earned for each eighteen point four (18.4) clock hours worked for a maximum of sixty (60) clock hours per calendar year. The District shall provide bargaining unit members access to an online platform updated monthly which displays the remaining balances of all leaves by categories.
- b. Bargaining unit members shall not earn sick leave for hours not worked.
- c. Earned sick leave as defined herein is cumulative on a year-to-year basis.
- d. Bargaining unit members shall be entitled for purposes of retirement service credit no more than sixty (60) hours of any one (1) fiscal year through hourly certificated employment, contract certificated employment, or any combination thereof.

2. Sick Leave - Proof of Illness:

It is the responsibility of the employee to provide proof of illness or injury upon request. Such proof shall ordinarily be satisfied by filing a Cause of Absence Form but may include a physician's verification of illness or injury if requested by the District.

3. Catastrophic Leave (Sick Leave Bank):

Pursuant to Article IV.C. of the SVFT Agreement (Catastrophic Leave)

4. Illness or Accident Leave - Five School Months or Less:

- a. When an employee is absent from their duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the bargaining unit member, the amount deducted from the salary due to them for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute bargaining unit member employed to fill their position during their absence or, if no substitute bargaining unit member was employed, the amount which would have been paid to the substitute had they been employed.

The Salinas Adult School Administration does require a physician's verification of illness or injury stating that the bargaining unit member was not able to perform or cannot perform their normal duties for a specified period.

- b. Five (5) school months is defined as one hundred (100) employee workdays between the beginning and end of the work year.
- c. After the exhaustion of the employee's accumulated sick leave hours in a given school year, the one hundred (100) day period commences. There is no deduction wherein accumulated sick leave is available to be used.
- d. For any remaining balance of the one hundred (100) days of sick leave in a given school year, after current and accumulated leave has been used, the bargaining unit member is entitled to their regular salary, less the cost of the substitute's pay.
- e. After the one hundred (100) day period has been completed, unless the employee still has accumulated sick leave to which they are entitled, the bargaining unit member shall not earn salary of any kind until they returns to duty. Notification shall be made to the Board when the one hundred (100) day point has been reached. In the event that the District-paid health and welfare benefits are to be terminated for the bargaining unit member, they shall be so notified, at least five (5) working days prior to benefit termination.
- f. A bargaining unit member may work part time (less than 60% of full-time assignment) during the five (5) months and shall earn

their regular hourly rate for the hours worked and accumulate sick leave.

For example, a bargaining unit member's regular assignment is six (6) hours per day (30 hours a week). The bargaining unit member is able to work three (3) hours a day, Monday, Wednesday and Friday (9 hours a week) with doctor's note. The hours worked will be at the bargaining unit member's regular hourly rate. The hours not worked of the bargaining unit member's assignment will be paid by using the five (5) months differential pay (regular rate for bargaining unit member minus substitute rate).

5. Personal Necessity Leave:

Each bargaining unit member may elect in case of personal necessity to use up to sixty percent (60%) of annual available personal illness or injury sick leave for personal necessity.

As used herein, the term "personal necessity" shall refer to those situations where the bargaining unit member's presence is urgently required as opposed to situations where the particular matter could be taken care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:

- a. Death of a member of their immediate family when additional leave is required beyond the leave the bargaining unit member is entitled to pursuant to bereavement leave.
- b. Death of a close personal friend or the death other than a member of the immediate family living in the immediate household of the bargaining unit member (limited to one (1) day).
- c. Accident, involving the bargaining unit member's personal property, or the person or property of a member of their immediate family (as described in "Bereavement Leave" (Article IV.E. of SVFT Agreement). As used in this Article, personal necessity shall mean that the bargaining unit member's presence is urgently required elsewhere and not for the convenience of the employees or their relative wherein

the matter could have been taken care of on weekends or in after workday hours.

- d. Appearance in any court as a litigant.
- e. Illness of a member of the immediate family or in-law who is sick and where other arrangements cannot be made.
- f. No more than ten (10) days of "sick leave" may be used for personal necessity in any school year. Three (3) of the ten (10) days of personal necessity may be taken for any reason other than concerted labor activity against the District. These days may not be taken consecutively or before or after a district break or holiday without prior written consent of the Director of SAS.—

6. Industrial Accident and Illness Leave:

Bargaining unit members shall be entitled to industrial accident or illness leaves of absence under the following provisions:

- a. Allowable leave shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident.
- b. Allowable leave shall not be accumulated from year to year.
- c. Allowable leave shall commence on the first (1st) day of absence.
- d. Payment for wages lost on any day while the bargaining unit member is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the bargaining unit member under the worker' compensation laws, exceed the normal wage for the day.
- e. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability payment made under workers' compensation.
- f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the bargaining unit member shall be entitled to only that amount

remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.

- g.** If the sixty (60) day leave of absence is exhausted and the bargaining unit member is not medically able to return to work, they may then use only so much of their accumulated sick leave, accumulated vacation time, or compensation temporary disability payment that shall provide for a full day's wage or salary.
- h.** During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensated time off, the bargaining unit member shall endorse to the District checks received under workers' compensation laws. Credit shall be given to the bargaining unit member's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.
- i.** Any bargaining unit member receiving benefits for industrial accident or illness may travel outside the State of California for a period not to exceed thirty (30) days if: (a) they advise the District in writing of their departure date, location, address, and return date, and (b) they file with the District a statement from the workers' compensation insurance carrier that the agency has no objection to their traveling outside the state for the period of time requested.
- j.** Bargaining unit members requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the bargaining unit member is medically unfit to return to work. Payment shall not be made unless certification is on file with the District. Period of leave of absence shall not be considered to be a break in service of the bargaining unit member.
- k.** Upon submission of a written request to the site's administrator or designee for industrial illness leave, the site administrator shall not charge to sick leave any absence of two (2) hours or less. Absences exceeding two (2) hours shall have the excess over the two (2) hours charged to sick leave (Personal Necessity).

7. Bereavement Leave:

Pursuant to Article IV. E. of the SVFT Agreement

8. Jury Duty:

Employees shall be released with pay for jury duty subject to the following conditions:

- a. The bargaining unit members, within twenty-four (24) hours of being notified of their call to jury duty, shall notify their immediate manager of the dates, location, and estimated time that they will serve on jury duty.
- b. Upon completion of jury duty, the bargaining unit member shall provide from the Jury Commissioner's Office a statement certifying the dates and the hours that the bargaining unit member was engaged in the performance of their duties as a prospective juror and/or as a member of a jury. Such a statement shall include the date and time upon which the services of the bargaining unit member were no longer required by the Jury Commissioner. Bargaining unit members serving, as jurors must turn over jury fees received, exclusive of mileage, to the District.

9. Military Leave:

Military leave shall be granted in accordance with federal and state laws subject to the following conditions: the bargaining unit member shall present to the Salinas Adult School Director and the Human Resources Department and a copy of the orders received by the bargaining unit member, which stipulate the date of reporting and the date of cessation of such military leave.

10. Election or Appointment to a State or Federal Office:

A permanent bargaining unit member elected or appointed to a full time State, Federal, or Local Office requiring a leave of absence shall be granted a non-paid leave of absence for the term of office. If the bargaining unit member on such non-paid leave of

absence notifies the District within six (6) months after the term of office has ceased of the bargaining unit member's intent to return to the District, the bargaining unit member shall be entitled to return to the District.

11. Shared Leave:

In the event that two bargaining unit members wish to request an unpaid leave of absence for either one (1) or more sessions, up to a year, such bargaining unit members may be granted such leave requests from a commonly shared teaching assignment.

Shared leave may be sent up in either of two (2) ways:

- a. Two (2) bargaining unit members may alternate a single assignment

- b. Two (2) bargaining unit members may share a common assignment

Shared leave may be granted upon application and interview with the District before submission to the Board of Trustees, and such leave is subject to the provisions governing unpaid leaves listed herein.

If the shared leave is for a full-time position, the District shall maintain this position.

12. Federation Leave:

The Superintendent or their designee shall grant the SVFT/SAS representative(s) up to five (5) days per school year. All requests for Federation Leave shall be made no later than two (2) weeks preceding the planned commencement of said leave.

13. Administrative Leave:

Bargaining unit members may be granted up to thirty (30) calendar days administrative non-paid leave of absence at the discretion of the Superintendent or designee.

14. Non-Paid Professional/Personal Leave:

Bargaining unit members may be granted other leaves of absence solely at the discretion of the Board of Trustees.

- a. SAS bargaining unit members with more than two (2) years of service are eligible for up to three (3) months leave on request to the Board.
- b. SAS bargaining unit members with four (4) years of service are eligible for up to nine (9) months leave on request to the Board.
- c. SAS bargaining unit member with over six (6) years of service are eligible for up to one (1) year of leave on request to the Board.
- d. Periods of leave are not added to the total length of service in determining seniority and have no effect on status of permanent benefits.
- e. Except in emergency cases, all requests for leaves shall be submitted three (3) months prior to the start of the leave period.

15. Pregnancy Leave:

- a. Bargaining unit members who request leave because of disability due to pregnancy, miscarriage, childbirth, and/or recovery therefrom shall be granted such leave, the length of which, including the date of which the leave shall commence and the date on which the bargaining unit member shall resume their duties, shall be determined by the bargaining unit member and the bargaining unit member's physician.
- b. All bargaining unit members shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and/or recovery therefrom.
- c. Each bargaining unit member who submits a claim for sick leave compensation under the provisions of this regulation

shall obtain appropriate certification from their physician as to the required absence necessitated by disability due to pregnancy, miscarriage, childbirth, and/or recovery therefrom.

- d. No sick leave compensation shall be granted without such certification from the bargaining unit member's physician.
- e. Nothing in these regulations shall prohibit the Governing Board from granting additional days of non-paid leave subsequent to the leave necessitated by disability due to pregnancy, miscarriage, childbirth, and/or recovery therefrom (See Child Rearing Leave).

16. Paternity/Maternity Leave:

A bargaining unit member is allowed time off with no loss in pay up to a total of one (1) day's absence when the child is born or arrives. Such time off may be taken during birth or at the time the child is brought home. Bargaining unit members may also use paternity/maternity leave in accordance with Education Code section 44977.5.

17. Child Rearing Leave:

- a. A bargaining unit member may be granted a leave without pay not to exceed one (1) year for the purpose of rearing pre-school age children.
- b. A request for such leave shall be filed with the Human Resources Office in accordance with the provisions found in subsection fourteen (14) of this section.
- c. An extension of such leave without pay, not to exceed one (1) year, may be granted upon written request in found in subsection fourteen (14) of this section.

18. Return from Leave:

Bargaining unit members who have been employed for three (3) consecutive years and have been granted leave under any of the above provisions shall be reinstated to their former position if that position still remains. In the event that a bargaining unit member's position has been terminated or rescheduled, the employee shall be guaranteed their previous hours within the program. In

the event of a total program reduction, the bargaining unit member shall be assigned hours on the provisions of Bargaining unit member Layoff Policy.

19. Climate-Related/Environmental Emergency Leave:

1. In cases where the bargaining unit member is physically prevented from getting to the worksite due to climate or environmental emergencies and severe weather events including, but not limited to: floods, fire, wind damage, earthquake, etc. as ordered by emergency services, up to one (1) day of paid leave per academic year shall be provided if all other leave is exhausted. Any bargaining unit member requiring this partial or full day leave shall provide evidence of the emergency order.

a. Bargaining unit members shall inform their principal or designee as soon as safely possible that they are physically unable to get to their worksite. During a time of crisis, failure to communicate with their worksite within five (5) calendar days due to unforeseen circumstances shall not constitute an abandonment of a bargaining unit member's position.

B. WAGES

1. Compensation:

All current hourly certificated adult school bargaining unit members shall be compensated by placement on the following salary schedule as contained in Appendix B. Beginning with the 2019-2020 school year and onward, new certificated adult school employees shall be placed on the salary schedule based on one (1) step for each year of teaching experience, up to a total of five (5) years.

All bargaining unit members with an earned doctorate shall receive an additional two and fifty-four/one hundredths percent (2.54%) of base pay.

Certificated adult school bargaining unit members who hold a preliminary credential shall be placed on Column A of the Salinas Adult School Certificated Salary Schedule. These employees shall remain on Column A until they obtain a clear credential. Upon

verification of a clear credential, the bargaining unit member shall be placed on the appropriate column per their education and based on the number of years of verified service within the District.

Each full-time classroom bargaining unit member shall be assigned two (2) preparation periods per week, equal in length to the designated length of one (1) teaching hour. This period shall be used for the development of lesson plans and other educational activities as related to the improvement of instruction. Scheduling of this prep time shall be agreed upon by the bargaining unit member and the Director of SAS.

2. Payroll Deductions:

Authorized payroll deductions shall include withholding taxes, retirement deductions, health and welfare deductions, voluntary deductions, and Federation dues.

3. Release Time:

Federation officers and designated representatives shall be permitted paid time for regularly scheduled sessions with the Board of Trustees or their designated representatives for the purpose of negotiating new agreements, representation of Federation members when requested by them at grievance procedure meetings, or when meeting with district representatives at their request during regularly scheduled working hours.

4. Work Site Closure:

When a work site is temporarily* closed due to circumstances beyond the control of the bargaining unit member, an alternate site shall be provided, or the bargaining unit member shall be compensated at their regular rate of pay for the duration of such closure.

* Temporarily, for this purpose, shall not exceed two (2) working days.

5. Mileage:

Adult school bargaining unit members who use their personal vehicle to travel between two (2) or more sites as part of their regular assignment or in the performance of their duties within the District, shall receive a mileage reimbursement at the current Internal Revenue Service rate.

6. Instructor Exchange/Class Coverage:

In order to prevent cancellation of classes due to lack of substitute availability, adult school bargaining unit members shall have the option of scheduling exchange substitution hours with a similarly credentialed bargaining unit members whose class times do not conflict. This is NOT meant to be used for long-term or expected absences.

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In emergency instances where no substitute is available, or a scheduled substitute fails to show for an assignment:

- a. An adult school bargaining unit member may opt to act as substitute for the absent bargaining unit member if they have no conflicting schedule and be paid at their currently hourly rate; or, the current substitute hourly rate, whichever is higher; or
- b. The District may assign the students to other bargaining unit members teaching the same subject. Bargaining unit members receiving additional students shall be compensated based upon their current hourly rate, or the current substitute hourly rate, whichever is higher.

Bargaining unit members will be compensated for each hour the students are in the class based on the criteria below.

- i) For zero (0) to four (4) students, no additional pay would be provided.
- ii) For five (5) to eleven (11) students bargaining unit member would be compensated at $\frac{1}{2}$ of the hourly rate as established above.
- iii) For twelve (12) and above, but not more than a total class size of forty-six (46) students, the bargaining

unit member shall be paid the full hourly rate as established above.

A list of potential Adult School bargaining unit members willing to act as emergency substitutes shall be maintained by the adult school administration and shared with all adult school bargaining unit members.

7. Adult school bargaining unit members with forty (40) or more students in attendance, for a duration of longer than the equivalent of one (1) instructional week, during a class session as a part of their regular roster of students shall be compensated an additional half ($\frac{1}{2}$) their current hourly rate per hour, paid as an extra work agreement and not counted toward the bargaining unit member's yearly hours.

C. LENGTH OF WORK YEAR

1. The work year for the Salinas Adult School bargaining unit members shall follow the board-approved academic calendar so that the beginning and ending of instruction falls within the one hundred eighty-four (184) working days, of which one hundred eighty (180) shall be days of student instruction and one (1) day shall be a staff professional development day. The remaining three (3) days shall be designated work days. SAS certificated staff shall follow the teaching schedules for the courses they are assigned, which may include four-day work weeks pursuant to paragraph D. 3. of this article, so long as the assigned schedule does not exceed 30 hours per week of instruction and 1,104 hours annually for a full-time employee. However, the workday hours falling at the end of the second semester may not be honored all on one (1) day. New bargaining unit members shall be invited to participate in the New Certificated Employee Orientation days and be compensated at their hourly rate for the time in attendance.

2. Weekly Collaboration:

Collaboration at Salinas Adult School shall take place on twenty-eight (28) weeks of the school year for fifty-five (55) minutes, according to the adopted schedule for Salinas Adult School. Collaboration time shall replace one (1) hour of student

instructional time and shall be included in the thirty (30) contracted weekly hours of full-time bargaining unit members. Collaboration shall not be held on the first week of the year, during the last week of each semester and the week preceding Spring Break. Except as agreed in the Article, collaboration time shall include activities as listed in Appendix M - Wednesday Collaboration as well as professional development, coaching, and planning for intervention activities, as determined by the PLC teams. Additionally, up to two (2) course lead stipends shall be provided annually for bargaining unit members in accordance with Appendix M of this agreement. Salinas Adult School Administration shall designate one (1) of the collaboration times each semester for use as a staff meeting. Part-time bargaining unit members attending these staff meetings, on a voluntary basis, shall be compensated at their hourly rate for the amount of time they attended.

3. Summer Assignment for 180-Day Employee:

Bargaining unit members with experience teaching the courses in the summer program shall have priority over bargaining unit members without experience teaching the course. Permanent hours shall be maintained at the option of the bargaining unit member. The same salary and benefit schedule shall apply, although summer hours do not count toward step and column advancement. In the event that more than one (1) bargaining unit member has previously performed the assignment, the summer position shall be offered to the bargaining unit member with the greatest seniority with the Salinas Adult School Program. Single summer school assignments may be shared between two or more bargaining unit members by dividing split shifts or dividing assignments by weeks.

If two (2) or more bargaining unit members who have requested the assignment become the candidates for final consideration and are equally qualified, seniority shall be considered when filling the vacancy. Individuals not selected shall be entitled to a conference to discuss the reasons for non-selection. Dispute regarding implementation of this article shall be subject to mediation rather than arbitration. Any new assignment opened during the summer shall be posted and regular hiring procedure followed.

Summer school program hiring shall follow the process outlined by the Department of Human Resources.

D. FULL TIME BARGAINING UNIT MEMBERS

1. For purposes of fringe benefits and reclassification as a probationary employee, a full-time bargaining unit member is one who is employed thirty (30) hours or more per week on a regular basis. In order to not be classified as temporary, the employee must complete at least sixty percent (60%) of the number of hours in the work year set by this contract of 1,104 hours. (Ed Code §44929.25)
2. For the purposes of completing a school year to become a permanent employee, a unit member must complete at least seventy-five percent (75%) of the number of hours constituting a full-time equivalent position for adult education programs as set forth in Education Code section 22138. 5. $(1,050 \times .75 = 787.5)$ (Ed Code §44908 (a) (2))
3. In order to meet the needs of the community, flexible scheduling of classes and work hours shall be considered, including, but not limited to, four-day work weeks, non-split shift days, weekend hours for purposes of short-term classes, and online or hybrid course offerings. In the case of online course offerings, the District shall provide a suitable classroom or workspace for the delivery of instruction. This shall not be used for the purpose of asynchronous online instruction.

E. FRINGE BENEFITS

1. Benefit Group:

Effective July 1, 2019, there shall be twenty (20) district funded H/W benefited positions constituted as follows: As benefited positions are vacated, an equivalent number of benefited positions shall be maintained. Seniority with Salinas Adult School shall determine eligibility and ranking for any open benefited position. Calculation of seniority for purposes of eligibility for these benefited positions shall be based on the hire date. All benefited positions shall be subject to the layoff procedures in Article XII. If vacancies for benefited

positions remain unfilled four (4) weeks after posting, the District may fill the position(s) by splitting the hours between one or more bargaining unit members for the current school year and shall repost the position for the following school year.

2. Health and Welfare Benefits:

Effective July 1, 2019, the total health and welfare benefits premium caps (medical, dental, and vision combined) for the SVFT/Adult School Unit shall be increased to the current total caps.

3. IRS - 125 Plan:

The District agrees to implement an IRS - 125 cafeteria plan by January 1993, available to all federation bargaining unit members. Federation and the District agree that individual bargaining unit members choosing to participate in any elective benefit of the IRS - 125 Plan other than a premium cost deduction shall assume any administrative cost as a monthly payroll deduction.

4. Criteria to be Used to Establish Eligibility of bargaining unit members for Benefits:

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- a. Bargaining unit members must work thirty (30) hours per week on a regular permanent basis,

OR

- b. Work a split shift of twenty-seven+ (27+) hours per week on a regular permanent basis. Split shift means twenty-seven+ (27+) hours per week with a minimum of two (2) hours between shifts.

The following will NOT be considered towards full-time benefit status:

- 1. temporary short course assignments of twelve (12) weeks or less

F. HEALTH BENEFITS FOR RETIREES:

1. The Salinas Adult School (SAS) shall contribute the total medical premium for single party coverage for retirees, age fifty-five (55) through fifty-seven (57). Upon reaching age fifty-eight (58), the bargaining unit member who has retired at age fifty-five (55) through fifty-seven (57) shall be entitled to insure the bargaining unit member and the bargaining unit member's spouse at District expense up to the dollar amount specified in the contract until the retired bargaining unit member reaches age sixty-five (65) or dies, whichever occurs first.
2. An eligible retiree is one who is not more than sixty-five (65) years of age, who has rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement and who retired under STRS or PERS. "Eligible Bargaining unit members" shall be those who qualify for District paid health benefits under this Article (formerly Article VIII of the SAS Agreement) for fifteen (15) years of continuous service. A bargaining unit members' service shall be considered as "continuous" notwithstanding a break in service due to layoff if such bargaining unit member is reemployed during the period of their rights to reemployment.
3. The District shall pay the negotiated cap until the retiree reaches sixty-five (65) years of age or until the retiree dies, whichever occurs sooner.
4. In the event that a Federal and/or State medical Benefits Program were to be established prior to the termination of the retiree's medical coverage through the District, the District provided
benefits shall be combined with the Federal and/or State plan and necessary costs contribution adjustments shall not exceed that provided for in this article.

	<u>Medical</u>	<u>Dental</u>	<u>Vision</u>	<u>Life</u>
<u>55-57</u>	<u>Only single covered by District</u>	<u>Optional at retiree's expense</u>	<u>Optional at retiree's expense</u>	<u>No</u>
<u>58-65</u>	<u>Single plus one covered by</u>	<u>Optional at retiree's</u>	<u>Optional at retiree's</u>	<u>No</u>

	<u>District</u>	<u>expense</u>	<u>expense</u>	
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G. PROFESSIONAL GROWTH:

The Salinas Adult School encourages all certificated bargaining unit members to participate in professional growth activities that are designed to maintain and enhance job related competencies and performance. The Salinas Adult School also provides an ongoing staff development program for the continued professional and personal growth of its bargaining unit members.

Approved professional growth activities should result in salary increases through movement across columns on the salary schedule.

1. Professional Growth Standards:

The following applies only to non-paid Salinas Adult School time unless required by the school. Prior approval of courses is required to be submitted to Human Resources.

- a. College/university credit classes directly related to bargaining unit member's subject area, or
- b. College/university continuing education units (CEU's) directly related to bargaining unit member's subject area and/or to fulfill requirements for credentialing, or
- c. Professional training hours required for certification/licensing related to bargaining unit member's subject area, or
- d. Approved workshops, seminars, conferences, fee-based courses that apply directly to the educational programs within the Salinas Adult School to include in-house staff development offerings, or
- e. Courses towards a new subject area.

Conversion Table

1 Semester unit = 15 hours = 1.5 quarter units = 1.5 C.E.U.'s

2. Professional Growth Procedures:

- a. Step one: Prior to taking the class, the applicant submits **"Request for Approval of College University Courses"** to the appropriate program coordinator.
- b. **Step two:** Program coordinator signs the form and submits it to the **Human Resources Office**.
- c. **Step three:** Bargaining unit member is responsible for submitting verification of professional growth units/hours to the appropriate program coordinator/supervising administrator.
- d. **Step four:** Questions regarding bargaining unit members current status can be verified through the Human Resources Office.

G. REDUCTION IN EMPLOYEE HOURS

1. Attendance Shortage

Any class with fewer than fifteen (15) students on the roster for more than one (1) month may be in jeopardy of cancellation by administration. The variables to be considered before closing a class may include time of year, students returning to class, scope and sequence of program, history of the class, community importance, commitments to other agencies, whether it is a new class or not, whether there are multiple sections of the class, whether the students could be served elsewhere within the school or another agency, whether the class could be easily restarted at a later date, whether parents and children are being taught together, legal or code restrictions on class size, and limitations imposed by the physical layout of the classroom.

a. New Class

The bargaining unit member and the Director of SAS shall mutually agree upon the length of the trial period and the minimum number of students required in attendance. The bargaining unit member may be reassigned at the end of this period, depending on the bargaining unit member's classification (permanent, probationary, etc.)

b. Continuing Class

The Director of SAS and bargaining unit member shall monitor attendance and meet when the class is in jeopardy. The bargaining unit member and the Director of SAS would then develop a mutually agreed upon plan to promote the class for a specific period of time, after which the class could be terminated. The bargaining unit member may be reassigned, depending on the bargaining unit member's classification.

2. Cancellation of a Joint Program

A program co-sponsored by one or more other agencies or organizations. The bargaining unit member may be reassigned

3. Loss of a Teaching Site

The Salinas Adult School administration and program coordinator shall make an effort to secure an appropriate alternative site for an agreed upon period of time. If no site were located, the bargaining unit member may be reassigned.

4. Change in Course Offerings

The Salinas Adult School changes its course offering to meet community needs. This is often, but not always, congruent with the dates of the three established quarters and the summer session. Permanent and probationary bargaining unit members may be reassigned to teach other classes or schedules during the regular school year, providing their permanent hours are maintained. They shall be notified of non-rehire by the administration by March 15 if the courses they are certified and competent to teach are not scheduled for the following school year.

Changes in course offering may result in the release of one (1) or more temporary bargaining unit members, based on the employment provisions in the Education Code.

I. LAYOFF PROCEDURE

In the event of adult school budget reductions or reductions in course offerings, the District shall follow the layoff procedures outlined in the Education Code, Section 44955, affecting the

reduction in force of permanent and probationary bargaining unit members. The effects of layoffs shall be subject to negotiation with the bargaining unit.

The District shall apply the following definitions, effective school year 1995-1996:

1. Temporary Bargaining Unit Members

A temporary or otherwise part-time bargaining unit member is anyone who is employed to teach adult education classes for less than 60% of the hours per week (less than 18 hours per week) of a full-time position.

2. Probationary Bargaining Unit Member

A bargaining unit member who, in any one academic year, has worked at least sixty percent (60%) (18 hours minimum per week) of a full-time position (30 hours per week) is considered to be a probationary bargaining unit member. A person is probationary for two consecutive and complete academic years before becoming permanent.

3. Permanent Bargaining Unit Member

To become eligible as a permanent bargaining unit member, a bargaining unit member must provide service for two consecutive and complete academic years for a minimum of seventy-five percent (75%) of the number of hours constituting a full-time equivalent position for adult education programs of 1,050 or more hours as set forth in Education Code section 22138. Substitute time and temporary status do not count towards becoming permanent. (Ed Code §44908)

4. Permanent Status

for the Salinas Adult School shall be determined by the following:

Permanent shall be based on seventy-five percent (75%) of the number of hours constituting a full-time equivalent position for adult education programs of 1,050 or more hours as set forth in Education Code section 22138.5. Thirty (30) hours per week is considered a full-time assignment for purposes of fringe benefits and reclassification as a probationary employee; no bargaining unit member shall be permanent for more than thirty (30) permanent hours. A bargaining unit

member can only have permanency in either the Adult School Program or in the regular day school program and shall not be eligible for both pursuant to Education Code §44929.26, but the teacher shall have the choice to determine in which system they shall be declared permanent. Refer to the Education Code for further explanation.

5. Permanent Hours

associated with permanency shall be increased if a bargaining unit member gains hours through an interview hiring process or through an identified probationary position; the bargaining unit member must comply with the Education Code provision for at least sixty percent (60%) of a full-time assignment over two (2) consecutive years. The combination of any additional hours of service, when added to already permanent hours, if together they compose at least sixty percent (60%) of a full-time assignment, shall constitute newly adjusted permanent hours. These newly adjusted permanent hours shall be effective July 1, 1995, and shall not be subject to retroactive monetary or length of service adjustments of hours or dates following the individual review and agreement by each bargaining unit member. The bargaining unit member shall retain only one (1) date of hire, which is the first (1st) day of employment as a probationary bargaining unit member.

6. Bargaining Unit Members Laid Off -

Bargaining Unit Members Laid Off or reduced in hours due to adult school budget requirements or reductions in course offerings shall be offered equivalent position/hours within their credentials before new bargaining unit members are hired for those positions. The District shall comply with the Education Code in regard to seniority and re-employment rights.

J. PROFESSIONAL STANDARDS

1. Salinas Adult School bargaining unit members shall not be disciplined except for "just cause".

2. The term "discipline" as used in this article, specifically does not include:

a. Directives

- b. Termination for performance reasons or layoff or suspensions for more than fifteen (15) days.
3. In general, principles of progressive discipline shall be followed to include the following steps:
 - a. Verbal warning and/or counseling
 - b. Written reprimand: which a copy shall be placed in the bargaining unit member's personnel file. In the event that there is an appeal, such document shall not be placed in the personnel file until the process has been concluded
 - c. Suspension with or without pay
 - d. Dismissal, unless for performance reasons, layoff or dismissal under Sections H and I of this Article is exempt from the progressive discipline step.
4. The parties may mutually agree to other disciplinary action as appropriate. The bargaining unit member, in accepting such disciplinary action as mutually agreed upon, thereby waives any other appeal action specified in this article.
5. "Discipline" may include suspension without pay for a specific period not to exceed fifteen (15) of the assigned workdays. Such suspension shall not reduce or deprive the Salinas Adult School bargaining unit member of seniority or any fringe benefits.
6. A Salinas Adult School bargaining unit member may request the attendance of a Federation representative in a meeting that may lead to disciplinary action.
7. Salinas Adult School bargaining unit members may appeal, within ten (10) business days any disciplinary action at the level of J 2 and/or 3 above to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall respond within ten (10) business days. The bargaining unit member may then appeal the decision to a Professional Standards Appeals Board. The decision of the Appeals Board shall be final. The composition of the Professional Standards Appeals Board shall consist of three (3) members:

- a. One (1) member appointed by the District
- b. One (1) member appointed by the Federation
- c. One (1) member shall be appointed by mutual agreement by the District and Federation

In the event any expenses are incurred for the mutually appointee, the District and Federation shall split the costs equally.

K. CONCERTED ACTIVITIES

It is agreed and understood that there shall be no strike, work stoppage, slow down, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with operations of the District by the adult school bargaining unit members, or by their officers, or agents during the term of this agreement.

The Federation recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every reasonable effort toward including all bargaining unit members to do so.

In the event of strike, work stoppage, slow down, or other interferences with the operation of the District by Federation members, the Federation agrees to take all necessary steps to cause them to cease such action.

L. EVALUATION PROCEDURES

1. GENERAL INFORMATION

a. Purpose:

The purpose of evaluation is the improvement of the competence of all bargaining unit members and thereby the improvement of the quality of education of all students in the Salinas Adult School.

b. Substance:

The substance of the evaluation shall not be grievable, only the evaluation procedure.

c. Stull Act:

Evaluation of bargaining unit members shall be accordance with the provisions of the Stull Act (Sections 44660 et seq. of the Education Code) and shall be based on the following:

- i. The progress of pupils towards standards of expected pupil achievement
- ii. Instructional techniques and strategies
- iii.

Adherence to curricular objectives

- iv. Establishment and maintenance of a suitable learning environment
- v. Other criteria: to include attendance, preparation and organization

d. Objectives and Standards:

Each certificated bargaining unit member shall participate in the setting of their personal objectives for student achievement, motivation, learning environment, professional responsibilities and growth, interpersonal skills, student success and bargaining unit member product. These objectives shall be consistent with Salinas Adult School goals and standards. Data to facilitate such evaluation of student achievement shall be secured through a number of procedures, which may include, but are not limited to pre- and post-tests and/or bargaining unit member observation of students.

e. Certificated Bargaining Unit Members:

All certificated bargaining unit members shall be assigned an evaluator during the first two (2) years of their employment with the Salinas Adult School. Commencing with the third (3rd) year and beyond, all certificated bargaining unit members may choose their evaluator.

Certificated bargaining unit members on the permanent track (probationary employees) shall be observed a minimum of twice (2 times) a year for two (2) years in order to gain permanent status.

Temporary bargaining unit members shall be subject to informal observations by their coordinator the first (1st) year of employment. During the second (2nd) year, the formal evaluation process shall be followed.

2. PROCEDURES

a. Selection/Assignment of Evaluator:

- a. All certificated bargaining unit members who have been employed more than two (2) years with SAS shall have the option of selecting from among the designated certificated management evaluators by signing up for specific managers on a first-come, first-served basis by contacting the SAS administration office upon receipt of written notification. If the given timeline is not met, the evaluatee shall be assigned an evaluator. This process shall be implemented at the beginning of each contract school year.
- b. This process shall continue until each certificated management evaluator has received the number of identified evaluatees for which they are scheduled to evaluate.
- c. In cases where an bargaining unit member, through this process, must choose a certificated management evaluator that for substantial reasons they would not otherwise select, they may appeal directly to the Superintendent or their designee who may grant a change in certificated management evaluator. The decision of the Superintendent or their designee shall be final and non-grievable.
- d. Evaluation and assessment of bargaining unit members shall involve an additional evaluator when requested by the bargaining unit member.

3. ARTICLE IX

The language, procedures, and requirements of Article IX: Evaluation Procedures (F. through N.) shall be applicable to Salinas Adult School (SAS) bargaining unit members. SAS evaluation documents shall adhere to similar formats as those of other bargaining unit members (Appendix I). All SAS bargaining members

shall be evaluated with the evaluation forms appropriate for their position(s) found in Appendix I of this agreement.

M. YEARLY NOTIFICATION OF STATUS/ STEP-RAISE DATE

1. By September first (1st), of each school year, the District shall provide bargaining unit members a written notice of bargaining unit member status, date of projected step-raise (to be calculated based upon number of work days (convert to hours) of school year employed at hire, minus days (convert to hours) of non-paid leave). Bargaining unit members shall receive step increase upon completion of the one thousand one hundred four (1,104) hours worked.

N. REASSIGNMENT

1. Reassignment is defined as a movement of a bargaining unit member from one (1) department to another department within the same school.
 - a. Voluntary reassignments shall be made in accordance with the criteria stated in Section B. 3., a.-f., herein and departmental seniority. Departmental seniority shall be applied only to resolve reassignment decisions when two (2) or more bargaining unit members in the department are rated equally according to the criteria listed herein.
 - a. Bargaining unit members selected for involuntary reassignment within the school shall, upon request, be granted a conference with the Principal who shall explain the reasons for the bargaining unit member's reassignment.
 - a. Bargaining unit members involuntarily reassigned after the work year begins shall receive two (2) days of released time for preparation purposes prior to beginning the new position, unless the bargaining unit member declines in writing.
 - a. If two (2) bargaining unit members mutually agree to switch assignments and the District concurs, such change shall be allowed, and shall not constitute a transfer.

O. APPLICATION OF THE SVFT 7-12 CIKKECTUVE BARGAUNUNG AGREEMENT

Except where otherwise noted within this article, The only provisions of the collective bargaining agreement between SVFT and the District that apply to the Salinas Adult School Bargaining Unit Members shall be:

- a.** Article I (Recognition)
- b.** Article II (Duration)
- c.** Article III (Grievance Procedure)
- d.** Article VIII (Union Membership, Due, Access)
- e.** Article XII (Health and Welfare Benefits)
- f.** Article XV (Safety Conditions of Employment)
- g.** Article XX (Severability)
- h.** Article XXI (Completion of Agreement and Reopener)
- i.** Article XXII (Emergency Provisions)
- j.** Article XXIII (SAS)
- k.** Appendices: A (Bargaining Unit), B (SAS Salary Schedule), D (Sample Evaluation Calendar), E (School Calendar), G (Assault on Staff), H (Replacing or Repairing Employee's Property), K (Grievance Form), M (Wednesday Collaboration), N (Salary and Compensation), P (Teachers on Special Assignment, and Appendix R (District Professional Development.