

DO to CUEA Counter
12/4/24
Time: 3:30PM

msn 1-21-25
Asst. Supt. Personnel

ARTICLE 14

Michelle Ramos 1/21/25
CUEA Contract
Consultant

ADULT EDUCATION TEACHERS

Adult Education teachers are those who are employed to teach **adult learners** in any adult education program. Adult Education shall not refer to teachers working in a comprehensive or continuation high school utilizing a CTE credential.

14.1 Adult Education teachers who are members of the unit shall be covered by all the Articles of the Agreement except the following:

Article VII 7, Hours of Employment

Article VIII 8, Leaves

Section 8.3 (Sick Leave)

Section 8.8 (Industrial Accident Leave)

Section 8.12 (Bereavement Leave)

Section 8.9 (Personal Necessity Leave)

Article ~~IX~~ 9, Class Size

Article XII 12, Evaluation Procedures

Article XV 15, Children's Center Teachers

Adult education unit members shall be entitled to the following leaves in addition to those not excepted above:

14.2 Sick Leave

14.2.1 Sick leave with full pay shall be granted under the conditions set forth below to unit members who are absent on workdays because of illness injury, pregnancy related disability or quarantine. The unit member must return to work in cases where it is not necessary to be absent the entire day.

14.2.2 For each twenty (20) hours of paid service, a unit member shall accrue one (1) hour of sick leave except that no more than eight (8) hours of sick leave shall be accrued for any school month.

14.2.3 Sick leave is credited to the unit member's account in advance of accrual. At the beginning of each trimester or summer session the unit member will be credited

with the amount of sick leave expected to be accruable for that trimester or summer session.

- 14.2.4 Accrued sick leave which is unused shall be accumulated from year to year without limit. If a unit member obtains employment in another California public school district and qualifies pursuant to the California Education Code and California Code of Regulations, the unit member's sick leave record shall be sent to that district upon its written request.
- 14.2.5 The amount of sick leave a unit member may use at any one time is the total amount credited to the unit member's account at that time, whether or not it has actually been accrued.
- 14.2.6 A unit member who is terminating employment shall reimburse the District (deductions will be made from the pay warrant) for use of sick leave in excess of accrual.
- 14.2.7 The District reserves the right to require a unit member to furnish appropriate proof of illness or injury requiring absence when called upon to do so. A report of absence signed by the unit member shall be required by the District for each use of sick leave.
- 14.2.8 A unit member who is entitled to temporary disability indemnity under the Workers' Compensation law may elect to take accumulated sick leave when added to disability indemnity, will result in a payment of full salary less appropriate deductions.
 - 14.2.8.1 When a District unit member is under the Workers' Compensation law and is at the same time entitled to regular sick leave pay under Article ~~XIV~~ 14, in no case shall the total pay equal more than the full salary of the unit member less appropriate deductions.
 - 14.2.8.2 The District shall have the right to adjust its sick leave pay so as to pay the difference between the amount paid under the Workers' Compensation law and the normal salary of the unit member. The accrued balance of sick leave shall be reduced in proportion to the amount used under this provision.
- 14.2.9 A unit member who has taken sick leave may be required by the District, upon return and before assuming job responsibilities, to submit to the Personnel Office a written release from the doctor or hospital where treatment occurred. The District may require a physical or psychiatric examination of the unit member before returning to work, such examination to be conducted by a District-designated physician or psychiatrist with the cost borne by the District.

- 14.2.10 Sick leave credited to a unit member as an adult education teacher and sick leave credited in another District position shall not be interchangeable.
- 14.2.11 Unit members may request from the Adult Education Business Office a statement showing the number of days accumulated in their sick leave account and the number of days advanced for the current school year.
- 14.2.12 When a unit member is absent from his/her duties on account of illness or injury for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment of the unit member, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the unit member's absence or, if no substitute employee is employed after every reasonable effort has been made to employ one, the amount that would have been paid to the substitute had one been employed.
- 14.2.13 The five-school-month period referred to above commences when the unit member is absent from duty on account of illness or injury and has exhausted the sick leave accruable for the current trimester or summer session and runs consecutively with other paid leaves, including but not limited to regular sick leave, except that, if the absence is due to an industrial accident, the five-school-month period commences on the first day after the industrial accident leave has been exhausted.
- 14.2.14 If at the end of this five-school-month period or when all regular sick leave has been exhausted, whichever occurs last, the unit member is unable to return to work, in lieu of resigning the unit member may elect to do one of the following:
- 14.2.14.1 ~~(1)~~ Take a personal leave without pay pursuant to Section 8.5 of Article VIII for not to exceed the remainder of the school year in which the leave occurs;
- 14.2.14.2 ~~(2)~~ Be placed on the 39-month rehire list; or
- 14.2.14.3 ~~(3)~~ Retire if eligible pursuant to the provisions of the State retirement system.

14.3 Industrial Accident Leave

- 14.3.1 Industrial accident leave with full pay shall be allowed for up to sixty (60) days for illness or injury caused by any given industrial accident. The 60-day period referred to in this Section is defined as the sixty (60) days immediately following the industrial accident during which the Adult Education is in session. When such a leave overlaps into the next fiscal year, the unit member shall be entitled to only

the amount of unused leave due for the same industrial accident. Industrial accident leave is not deducted from accumulated sick leave.

- 14.3.2 During an industrial accident leave, the unit member shall endorse to the District all temporary disability indemnity checks received under the provisions of the Workers' Compensation law.
- 14.3.3 The District reserves the right to require a unit member to furnish proof from a physician of cause and necessity of absence during an industrial accident leave.
- 14.3.4 When entitlement for industrial accident leave has been exhausted, the unit member may elect to use any sick leave or other paid leave to which the unit member is entitled, provided that payment for any such paid leave when added to any temporary disability indemnity shall result in a payment to the unit member of not more than full salary less appropriate deductions.
- 14.3.5 When all available paid leaves have been exhausted and the unit member is not able to resume the duties of the position, in lieu of resigning the unit member may elect to do one of the following: take a personal leave without pay pursuant to Section 8.5 of Article ~~VII~~ 8 for not to exceed the remainder of the school year in which the leave occurs, or retire if eligible pursuant to the provisions of the State retirement system.
- 14.3.6 "Industrial accident," as used in this Section is defined as any illness or injury arising directly out of the employment of the unit member which forces the unit member to absent himself/herself from work upon the advice of a physician. The determination of whether an illness or injury results from an "industrial accident" shall be made by the District after review of reports made by appropriate medical care providers, the employee and the supervisor.
- 14.3.7 Determination of compensation for an illness or injury resulting from an industrial accident shall be made by the Workers' Compensation Insurer and the District after review of reports made by appropriate medical care providers, the employee, and the supervisor.

14.4 Bereavement Leave

- 14.4.1 Bereavement leave with full pay shall be allowed not exceeding three (3) days or five (5) days if out-of-state travel or one-way travel exceeding 300 miles is required, for each period of bereavement for absence during the period of bereavement due to death in the immediate family of the unit member. The three day or five-day period referred to in this Section is defined as the three (3) or five (5) days immediately following the death of the family member, and the unit member is entitled to pay only for those hours which would otherwise have been worked during such period. Bereavement leave shall be used before personal

necessity leave is used for purposes of bereavement. Bereavement leave not exceeding three (3) days need not be taken in consecutive order. Bereavement leave shall not be deducted from accumulated sick leave.

14.4.2 A report of absence signed by the unit member shall be required by the District. The District reserves the right to require a unit member to furnish appropriate proof of death and the relationship of the deceased to the unit member or spouse when called upon to do so.

14.4.3 "Immediate family," as used in this Section is defined as the mother, father, grandmother, grandfather or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, stepfather-in-law, stepmother-in-law, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

14.5 Personal Necessity Leave

14.5.1 A unit member shall be placed on personal necessity leave within the limits and conditions set forth below because of any of the following emergencies:

14.5.1.1 ~~(A)~~ The death of a member of the unit member's immediate family when the number of days of absence exceeds the limit provided in Section 14.4 of Article ~~XIV~~ **14**, or the death of a person significant to the unit member other than a member of his/her immediate family. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

14.5.1.2 ~~(B)~~ An accident involving the unit member's person, not otherwise chargeable to sick leave or industrial accident leave. Such accident must (1) be serious in nature, (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

14.5.1.3 ~~(C)~~ An accident involving the unit member's property or the person or property of a member of the unit member's immediate family. Such accident must (1) be serious in nature; (2) involve circumstances the unit member cannot reasonably be expected to disregard, and (3) require the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

14.5.1.4 ~~(D)~~ The illness or injury of a member of the unit member's immediate family when the illness or injury is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. No more than the actual and necessary amount of leave time required shall be allowed for each situation.

14.5.1.5 ~~(E)~~ The birth of a unit member's child for a period not to exceed three (3) days when the child is born outside a hospital and the spouse and child are not hospitalized. If the spouse or the child is subsequently hospitalized due to complications or illness, the absence shall be treated the same as any other hospitalization of an immediate family member. Any combination of absences under this Section shall be limited to the amount provided for in Section ~~14.5.1.2(B)~~ of Article ~~XIV~~ **14**. If the unit member is eligible for parental bonding leave for the absence, personal necessity leave will run concurrently with the parental bonding leave.

14.5.1.6 ~~(F)~~ An appearance of the unit member in court as a litigant.

14.5.1.7 ~~(G)~~ An appearance of the unit member as a witness under an official governmental order for which salary is not allowed under Policy 4430.1, Leave of Absence to Attend Court, provided that:

14.5.1.7.1 ~~(H)~~ Each date of necessary attendance under such order other than the date specified in a subpoena, shall be certified to by the clerk or other authorized officer of a court or other governmental jurisdiction;

-and-

14.5.1.7.2 ~~(2)~~ In any case in which a witness fee is payable, such fee shall be collected by the unit member and remitted to the District Accounting Office.

14.5.1.8 ~~(H)~~ An appearance of the unit member under an official order from his/her selective service board.

14.5.1.9 ~~(I)~~ Transportation problems resulting from serious conditions over which the unit member has no control and are of such magnitude as to preclude the unit member from legally and safely traveling to his/her assigned work site. The following conditions may be considered when appropriately documented: flooding, snowstorms, mud slides, earthquake damage, official closure of roads or freeways when no reasonable alternate routes are available to the work site and stolen vehicle.

14.5.1.10 ~~(J)~~ Unit members may use two (2) days of personal necessity leave for any legitimate reason or emergency not covered in Section 14.5.1.1~~(A)~~ through **14.5.1.9(H)** of Article ~~XIV~~ **14** which is (1) serious in nature, (2) involves circumstances the unit member cannot reasonably be expected to disregard, and (3) requires the attention of the unit member during assigned hours of service. Observation of a recognized holiday in the unit member's religion is included as a legitimate reason for absence under this section. The date on which such leave is taken shall be subject to prior approval by the Superintendent or designee and the availability of substitutes, but the reason for the leave is not subject to approval, except that gainful employment or employee organization activity during the leave shall automatically rescind the leave. Request for such leave must be submitted no less than one school day prior to said leave.

14.5.2 The unit member must report to work at the earliest time that transportation and safety factors permit and, in the case of a stolen vehicle, only that amount of time needed to report the theft and obtain an alternate means of transportation will be allowed and in no case shall it exceed one day.

14.5.3 Personal necessity leave and personal necessity leave pay are subject to the following limits and conditions:

14.5.3.1 ~~(A)~~ The total number of hours allowed in one trimester or summer session for such leave or leaves shall not exceed 70% of the entitlement for such trimester or summer session provided in Section 14.2.3 of Article ~~XIV~~ **14**.

14.5.3.2 ~~(B)~~ The hours allowed shall be deducted from and may not exceed the number of full pay hours of sick leave to which the unit member is entitled under Section 14.2.2 of Article ~~XIV~~ **14**.

14.5.3.3 ~~(C)~~ The unit member must return to work in cases where it is not necessary to be absent the entire day.

14.5.3.4 ~~(D)~~ Payment for absence shall be made only upon certification by the Personnel Office that the absence was due to a situation designated as an emergency within the meaning of Section 14.5 of Article XIV The unit member shall be required to sign, on a form provided, a statement that such absence was due to an emergency and, except for leave taken pursuant to Section 14.5.1.10~~(J)~~ of Article ~~XIV~~ **14**, indicate fully the nature of such emergency. The District reserves the right to require the unit member to furnish evidence of the emergency. The District may take whatever steps it deems necessary to satisfy itself that an emergency within the limits of Section 14.5.4 of Article ~~XIV~~ **14**, did exist.

14.5.4 "Immediate family," as used in this Section, is defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepmother, stepfather, stepson, stepdaughter, legal foster child, registered domestic partner, or any relative living in the immediate household of the unit member.

14.6 Child Adoption Leave

14.6.1 The Board of Education may, upon the recommendation of the Superintendent, grant an unpaid leave of absence to a unit member for the purpose of adopting a child. This leave request shall be accompanied by written verification of adoption and may be for up to two (2) weeks prior to receiving custody of the child if necessary to fulfill the requirement of the adoption.

14.6.2 The beginning and ending dates of this leave shall be established by the Board of Education based upon the recommendation of the Superintendent or designee after the written request has been received and reviewed. This leave may be granted for the remainder of the school year in which the child is adopted.

14.6.3 If the unit member elects to continue health and welfare benefits during this leave, he/she shall notify the Personnel Services Department not later than twenty (20) days prior to the commencement of leave and shall pay the full premium costs in advance.

14.6.4 If the unit member is eligible for parental bonding leave, the adoption leave under this paragraph shall run concurrently with the parental bonding leave to the extent paid leave is available.

14.7 Parental Bonding Leave

Unit members who meet the eligibility requirements for parental bonding leave under the California Family Rights Act (CFRA) may take leave for the purpose of caring for a newborn or newly adopted child or a newly placed foster child for up to twelve (12) work weeks. Pursuant to Education Code section 44977.5, eligible unit members will receive differential pay during this leave. The parties will reopen this Article 14. 7 in the event of substantive amendment to Education Code section 44977.5.

14.67.51 The 12 work weeks shall be reduced by any period of paid sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to this article or CFRA (Government Code 12945.2). Nothing in this Article entitles an employee to use paid sick leave other than differential pay leave during any period of maternity or paternity leave.

- 14.67.62 To be eligible for differential pay during parental bonding leave as defined in this section, the unit member must meet all eligibility requirements of the CFRA (Government Code 12945.2).
- 14.67.73 A unit member shall not be provided more than one twelve-week (12-week) period of paid absence per maternity or paternity leave. However, if a school year terminates before the twelve-week (12-week) period is exhausted, the unit member may take the balance of the twelve-week (12-week) period in the subsequent school year. All such leave must be taken within one year of the birth or placement of the child.
- 14.67.84 For purposes of this article, "parental bonding leave" means child bonding or childcare leave taken within the first twelve (12) months following the birth of a child of the employee or the placement for adoption or foster care of a child by the employee, as provided in the CFRA.
- 14.67.95 Leave taken under this section is separate from leave taken due to disability caused by pregnancy, childbirth, or related medical conditions.
- 14.67.106 If both parents work for the District, the maximum combined leave available to the parents for child bonding is twelve (12) work weeks.
- 14.67.117 Any parental bonding leave must be requested in writing to Personnel Services a minimum of two (2) weeks prior to the date the leave is proposed to commence. A unit member returning from a leave of absence with a duration greater than thirty (30) days shall notify Personnel Services in writing of intent to return at least two (2) weeks before the expiration of the leave.