

TENTATIVE AGREEMENT  
Between the  
Azusa Unified School District  
And the  
Azusa Federation of Adult Educators  
Azusa Local 6098/CFT/AFL-CIO

October 13, 2022

ARTICLE III  
COMPENSATION

AFAE members active upon signing of the Tentative Agreement shall receive a 10% on-schedule salary increase, retroactive to July 1, 2022.

AFAE members active upon signing of the Tentative Agreement shall receive a \$1,000 (One Thousand Dollar) increase in the District's contribution towards medical benefits, retroactive to July 1, 2022.

Unit members participating in multiple bargaining units shall receive up to \$1,000 increase toward one Health Benefit (Medical) Plan.

B. Health & Welfare

1. The District shall provide Medical, Dental, Vision and Life insurance for each unit member whose base assignment is ~~20~~ **21** or more weekly hours and who is in paid status in the base assignment for 50% or more of the working days in that month. Coverage becomes effective the first month following completion of a qualifying month of employment.

ARTICLE IV  
JOB SECURITY

A. Definitions

1. Full-time: Thirty-five (35) hours per week shall be considered a full-time assignment. The District retains the right to adjust the hours for a full-time assignment **when class enrollment does not exceed 50% of class capacity**. If the District adjusts the hours constituting a Full-time assignment, the Definition of "Regular" in this Article shall be amended to a number equal to 60% of the new hours constituting a full-time assignment and the Definition of "Part-time" in this Article shall be amended to less than the number used for "Regular" employee. ~~The District may only adjust the number of hours considered to be full-time at the beginning of each fiscal year, and only after providing the Federation with prior notification at least 30 calendar days before implementation.~~
2. Regular (probationary or permanent): Unit members teaching 21 hours or more per week **and less than thirty-five (35) hours per week** shall be classified as Regular unit members. The District retains the right to adjust the hours for a **Regular** assignment **when class enrollment does not exceed 50% of class capacity**.

3. **Part-time:** Unit members teaching less than 21 hours per week shall be classified as **Part-time** employees. The District retains the right to adjust the hours for a **Part-time** assignment **when class enrollment does not exceed 50% of class capacity.**
4. **Calculation of Full-time, Regular, and Part-time Employment:** For purposes of this Article, **Full-time, Regular, and Part-time** Employment shall be calculated by taking the total hours worked, excluding hours paid from funding sources other than the Adult Education Fund or for substituting, during the regular school year (academic calendar) divided by the total number of days in the academic calendar multiplied by five (5) to determine the average weekly hours worked by the unit member.

**D. Vacancies, New Positions, Increasing Hours**

1. The District shall post Adult Education vacancies at each Adult Education Center. Postings shall contain a posting date and a closing date at least six (6) days after the posting date.
  - a. New, specialized vocational classes shall not be subject to the requirement to post vacancies. "New and Specialized" shall mean that the class has never been offered by the Adult School, and is being brought to the Adult School by a teacher with the specialized ability and appropriate credential(s). When the originating teacher ceases to teach the class, it shall be posted as per Section D(1).
2. Each qualified unit member shall file the proper form with the site administrator to be considered for the opening.
3. Available **new positions** or teaching hours shall be filled in the following order:
  - a. **Unit members that meet the minimum qualifications of an open position or additional hours will be interviewed for the position or additional hours prior to any outside candidate.** ~~Qualified employees who currently work 12 or more weekly hours and have received an overall rating of "Good" or "Excellent" on their most recent performance evaluation. If there is more than one candidate considered equally qualified for the position by the District, then the position shall be offered to the candidate with the highest seniority with the District. All ties shall be decided by random lot.~~
  - b. **If no unit member is selected, All the position will be filled** ~~other candidates inside or outside, selected by the District through the District's hiring process.~~
4. The Federation ~~shall be entitled to~~ **may** appoint one unit member to ~~all~~ hiring panels **for Adult Education positions.**
5. Upon request, unit members not selected to fill vacancies shall be granted a conference with the appropriate administrators to discuss the decision. The decision of the administrator shall not be subject to the Grievance Procedure of this Agreement, except as it may have denied any procedural requirement of the Article, including but not limited to, the seniority order of the unit member.

E. Notification of Assignment

**Immediate supervisors will make a good faith effort to notify all unit members** ~~shall be given notice by their immediate supervisors of their tentative class assignments for the ensuing fall and spring semester prior to the close of each preceding spring semester. Notification of changes in class assignments for the spring semester will be given two (2) weeks prior to end of the fall semester.~~

F. Adult Education Substitutes

The District shall make a good faith effort to provide all unit members with first priority to serve as substitutes in positions for which they are qualified. All unit members who desire to work substitute hours shall submit a request form to the appropriate administrator. Compensation shall be based upon Step 1 of the salary schedule.

ARTICLE V  
LEAVES OF ABSENCE

A. General Provisions

1. **An approved** leave of absence **for a qualifying reason** is an authorization for a unit member to be absent from duty, generally for a specific period of time for an approved purpose.
2. **An approved leave for a qualifying reason** protects the unit member by holding a place for him/her in the District until the leave expires.
3. A condition of each **approved** leave of absence **for a qualifying reason** is that the credential or permit held at the time the leave was granted, properly authorizing the service, must be maintained in full force by the unit member.
4. Unit members on a paid leave of absence, unless otherwise provided herein, shall receive wages and retirement credit **as authorized by state law.** ~~the same as if they were not on leave.~~
5. Unit members on an unpaid leave of absence shall be allowed to remain on continued coverage pursuant to the terms of the insurance plan selected at their own expense, provided they make advanced payment of the premium in a manner reasonably required by the District.
6. A unit member who is absent from work other than for those days as authorized by State Law or by this Agreement is taking an unauthorized absence in breach of contract and in violation of this Agreement. The District will deduct the appropriate salary for unauthorized absences.
7. In order to receive credit to advance on the salary schedule, a unit member must serve a minimum of five (5) school months.

## B. Bereavement Leave

1. A unit member is entitled to a paid leave of absence on account of the death of any member of the immediate family. Unit members shall be granted up to three (3) days for bereavement purposes; if out of state or if 300 or more miles travel is required, two (2) additional days shall be provided.
2. Members of the immediate family means the mother, father, brother, sister, grandmother, grandfather, or grandchild of the unit member or of his/her spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece, nephew, stepfather, stepmother, stepchild, or any relative living in the immediate household of the employee.
3. **The unit member shall provide one of the following documents with the name of the deceased to verify the use of bereavement leave (obituary, religious or ceremonial document or death certificate). The unit member shall be required to provide the relationship and name of the deceased relative for each day bereavement leave is accessed.**
4. **When the unit member accesses more than three days of bereavement leave because travel is out-of-state or exceeds 300 miles by reason of the death of any family member, the unit member shall be required to provide the destination location and documentation verifying the members travel.**
5. **A unit member that provides false information related to bereavement leave, shall be subject to disciplinary action.**

## C. Sick Leave

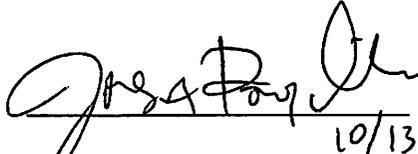
1. Sick leave may be used for absences arising out of illness, physical or mental disability, injury or maternity.
2. Effective the first pay period after ratification by the Federation and the Governing Board, sick leave shall be credited at the rate of one (1) hour per eighteen (18) hours of employment, including summer session, and may be accumulated without limit. Unit members shall have their sick leave credited at the beginning of each fiscal year based upon each unit member's annual base assignment for the fiscal year being created. A unit member shall be allowed to utilize sick leave in one-fourth hour increments.
3. The District may require a doctor's release or verification of the illness or injury after an absence of three (3) or more consecutive work days or on any day after the unit member has exhausted all sick leave. **In the event the District suspects abuse of sick leave, the unit member may be required to submit medical verification, upon request by the unit member's immediate supervisor.**
4. ~~Pay for any such day of absence shall be the same as the pay which would have been received had the unit member served during that day.~~ A unit member who is absent because of illness or injury for part of a daily assignment shall have a prorated amount of sick leave deducted.

5. Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record will be sent to that district upon written request.
6. No later than August 31, every unit member shall annually receive a sick leave credit statement showing the number of hours in the accumulated account and the final accounting of hours credited as of June 30 of the previous fiscal year. This final accounting shall register all positive or negative adjustments to the unit member's sick leave based upon any differences in the number of hours credited in Section 2 above, and the actual hours of employment the unit member worked during the fiscal year being reported. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account as permitted by law.

G. Personal Necessity Leave

1. A unit member may elect to use up to ~~three (3)~~ **seven (7)** days of their annual allotment of sick leave annually **for Personal Necessity Leave, without providing a reason, for personal necessity, for the following reasons:**
  1. **Death of a member of the employee's immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions under this agreement**
  2. **An accident involving the employee's person or property or the person or property of a member of the employee's immediate family**
  3. **A serious illness of a member of the employee's immediate family**
  4. **A employee's appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or other order.**
  5. **Personal business of a serious nature, which the employee cannot disregard**
2. **In no cases shall personal necessity leave be used for vacation, the extension of a holiday, personal business that can be conducted outside of the unit member's normal workday, or recreational activities.**
3. **Unit members must, except in cases of emergency, submit a completed request for personal necessity leave five (5) working days in advance of the requested leave on the Certificated Personal Necessity Notification Form. Unless approved in advance, or, in cases of emergency, members shall not use personal necessity leave for more than two (2) consecutive days.**
4. **If advance notice is not possible, the unit member shall submit a completed Certificated Personal Necessity Notification Form to be signed normally the date he/she returns to duty. However, if additional time is needed, the employee may extend that time up to three (3) days. The supervisor will verify the eligibility of the request, and indicate whether the leave is approved or denied and forward to the District Office.**

5. Up to twenty-five percent (25%) per department with a minimum of one, may take personal necessity leave on any single work day, provided a substitute is available for the unit member's position. Requests shall be considered in the order received.
6. Upon mutual agreement by the District and the Federation, the nine (9) unit members limit on requests for personal necessity leave may be increased for any single work day.
7. Personal necessity leave shall not be used for profit, e.g. consulting with other districts.

  
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For the District      Date  
Jorge A. Ronquillo      10/13/2022

 10/13/22  
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For the Federation      Date  
Kim Romero