

CONTRACT AGREEMENT

Between the

SALINAS UNION HIGH SCHOOL DISTRICT

and the

**SALINAS VALLEY FEDERATION OF TEACHERS
A.F.T. LOCAL #1020**

2025-2028

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AGREEMENT

This agreement, hereinafter referred to as "*Agreement*", by and between the Salinas Union High School District, hereinafter referred to as "*District*," and the Salinas Valley Federation of Teachers, A.F.T. (American Federation of Teachers) Local #1020 (one thousand twenty), an A.F.L.-C.I.O. (American Federation of Labor - Congress of Industrial Organizations) affiliate, hereinafter referred to as "*Federation*."

The term "*Agreement*", as used herein, means the written agreement provided under Section 3540.1(h) of the Government Code. The term "*Board*", as used herein, means the Board of Trustees of the Salinas Union High School District.

ARTICLE I - RECOGNITION

The District hereby recognizes the Federation as the exclusive representative for all certificated employees holding those positions listed in Appendix A, attached hereto and incorporated by reference as part of this Agreement, excluding those lawfully designated as management, supervisory, confidential, substitute*, adult education teacher**, and professional experts or consultants. All newly created positions shall be assigned to the negotiating unit, except that disputed cases shall be submitted to the Public Employees Relations Board, hereinafter referred to as "P.E.R.B.,"

ARTICLE II - DURATION

- A.** The term of the collective bargaining agreement shall be three (3) years covering the school years 2025-2026, 2026-2027, and 2027-2028. For each school year, the parties shall have the right to reopen for negotiations on two (2) Articles each unless the parties mutually agree not to reopen for negotiations.
- B.** This Agreement shall remain in full force and effect up to and including the thirtieth day of June in the year two thousand and twenty-eight (June 30, 2028) and thereafter shall continue in effect year-by-year unless one (1) of the parties notifies the other in writing no later than October 1 of its request to modify, amend, or terminate the Agreement. The terms of this Agreement shall be effective upon the ratification of this Agreement by both parties.
- C.** Contract negotiations for the 2028-2029 contract year shall not begin before January 15th, 2027 and no later than October 1st, 2027.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement, which directly and adversely affects the grievant. Actions to challenge or change the terms of this Agreement shall not be considered a grievance.
2. A "grievant" is a bargaining unit member covered by this Agreement who claim that they have been directly and adversely affected by an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement.
3. A "day" used in this grievance procedure shall mean a day in which the District Administration Office is open for business.

B. Procedure:

1. Level I - Informal:

A grievant shall first submit their alleged grievance within fifteen (15) days after they knew or should have known, with the exercise of due diligence, of the alleged violation to their immediate supervisor verbally for an adjustment of the grievance with the immediate manager informally. The immediate supervisor shall render their decision within ten (10) working days of its submission. No written record shall be kept of the grievance and/or the adjustment of the grievance, and the adjustment of the grievance at this level shall not be considered to establish any precedent in the adjustment of similar grievances.

2. Level II:

In the event that a grievant cannot resolve the grievance at the informal step, the grievant may appeal the grievance within ten (10)

days of the decision at the informal level. They shall state and acknowledge in writing the nature of the grievance, the provision(s) of the Agreement alleged to have been violated, and the remedy sought, and file it with the Principal or director. The Principal or director shall have ten (10) days in which to respond to the appeal. The grievant, upon request, shall be entitled to a conference with the Principal or director at a time and place mutually agreeable to both parties. Such conferences shall be scheduled insofar as possible not to interrupt the instructional program. The Principal or director shall make an investigation and render a written decision, a copy of which shall be provided to the grievant.

3. Level III:

If the grievant cannot resolve the grievance at Level II, the grievant may appeal the grievance within ten (10) days of receipt of the written decision of the Principal or director at Level II. The grievant shall state and acknowledge in writing the nature of the grievance, the reason(s) for the appeal, and the remedy sought, and file it, together with a copy of the written decision of the Principal or director, with the Superintendent or designee. The Superintendent or designee shall within ten (10) days of receipt of the foregoing material render a written decision concerning the grievance, a copy of which shall be given to the grievant. The grievant, upon request, shall be entitled to a conference with the Superintendent or designee at a time and place mutually agreeable to both parties. Such conferences shall be scheduled insofar as possible not to interrupt the instructional program.

4. Level IV:

If the grievant is not satisfied with the decision rendered pursuant to Level III, the grievant may submit to the Federation a request in writing, within ten (10) working days of the Level III decision, for advisory arbitration of the dispute. The Federation, within fifteen (15) working days of the grievant's request, shall inform the District of its decision to proceed to advisory arbitration.

- a. Should the last day of the fifteen (15) day window fall during the summer break, the Federation shall have thirty (30)

additional days to inform the District of its decision to proceed to advisory arbitration.

- b.** The Federation and the District may mutually agree in writing to expedited arbitration with the following conditions:

 - i.** The hearing shall not exceed one (1) day in length.
 - ii.** All documents to be considered by the arbitrator shall be filed at the hearing. No post hearing briefs shall be permitted.
 - iii.** The recommended decision of the arbitrator shall be rendered promptly, and unless otherwise agreed by the parties, not later than three (3) days from the date of the closing of the hearing.
- c.** An impartial arbitrator shall be selected jointly by the Federation and the District within ten (10) days of receipt of the written request. In the event that the parties cannot agree, the State Conciliation Service shall be requested to supply a panel of five (5) names. The parties shall alternately strike names until only one (1) name remains.
- d.** The fees and expenses of the arbitrator and a court reporter, if required by the arbitrator, shall be shared equally between the District and the Federation. Any additional expenses shall be borne by the party incurring such expense.
- e.** The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their decision to the application and interpretation of its provisions.
- f.** The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
- g.** After hearing the evidence, the arbitrator shall submit their findings and recommended decision in writing to the Board and the Federation with a copy to the grievant.
- h.** The Board, in closed session, shall review the written record and render a final decision no later than the next meeting of the

Board or within fifteen (15) days after receiving the record. Nothing shall preclude the Federation or grievant from seeking judicial relief regarding the Board's decision.

C. Miscellaneous:

1. Response:

If the District fails to respond to a grievance within the time limits specified for that level, the grievant shall have the right to appeal to the next level.

2. Records:

All records of the proceedings shall be retained by the District in a separate grievance file.

3. Reprisals:

No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.

4. Timelines:

Timelines may be extended upon mutual agreement. In order to expedite processing grievances, the timelines shall be considered maximum timelines. The District and the Federation shall make good faith efforts to process grievances sooner than the times permitted. No grievance may be filed on the basis that the District could have responded sooner than the timelines provide.

5. Representation:

Each party shall have the right to be represented by a conferee at all levels of the grievance procedure.

6. Pay:

The grievant, their representative, and relevant witnesses who are employees required to absent themselves from duty to attend grievance conferences shall not suffer any loss of pay.

7. Time Limitations:

Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

8. Initiate Grievance at Level III:

If a grievance arises from action or inaction on the part of a member of the administration at a level above the Principal or other immediate supervisor, the grievant may submit such grievance in writing to the Superintendent or designee, and the processing of such grievance shall commence at Level III.

9. Multiple Grievances:

If the same grievance is filed by more than two (2) grievants at the same time, no more than two (2) grievants represented by the Federation shall be granted release time to attend grievance conferences. The names of the grievants filing the action shall appear on all grievance forms.

10. Administrative Direction:

The grievant shall comply with the administrative directions that are the subject of the grievance until the grievance procedure has been exhausted.

11. Grievance Without Intervention:

A grievant may at any time present a grievance to their employer, and have such grievance adjusted without the intervention of the Federation as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement, provided that the District shall not agree to a resolution until the Federation has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

12. Federation as a Grievant:

The Federation may act as a grievant for probationary grievants on all Articles except for Article IX - Evaluation Procedures.

13. Form:

Grievances shall be submitted on the adopted form in Appendix K. For Level I grievances, the top portion of the form and the bottom signature box shall be the only parts used for the purpose of establishing the grievance timeline.

ARTICLE IV - LEAVES

A. General Provisions:

1. Except where otherwise stated, leaves are available and open to all bargaining unit members.
2. Bargaining unit members classified as temporary shall not be entitled to leaves without pay.
3. Each bargaining unit member on non-paid leave may elect to pay for the continuance of health and welfare benefits offered by the District, subject to carrier approval. Bargaining unit members who continue on non-paid leave for a second year and who elect to pay for the continuance of health and welfare benefits are only guaranteed coverage up to the stop loss limit of the carrier.
4. Bargaining unit members are required to report all absences using the District's automated management system. When reporting an absence, employees must indicate the reason for the absence. For personal necessity leave, the specific reason must be identified, with the exception of specified "No Tell" days. Any absence that requires pre-approval must be submitted using the District's cause of absence form.
5. Under the terms of the stop-loss coverage through the Municipalities, Colleges, Schools Insurance Group, hereinafter referred to as "M.C.S.I.G.," eligible bargaining unit members who request and are granted a second year of leave will not have stop loss coverage. Benefits will be limited to the maximum coverage through M.C.S.I.G.

6. The District shall provide bargaining unit members access to an online platform updated monthly which displays the remaining balances of sick, personal necessity, and in-lieu (comp time) leaves by categories.

B. Sick Leave:

1. Each bargaining unit member employed for the regular school year term is entitled to ten (10) days of sick leave each year, cumulative as long as they remain an employee of the District. Bargaining unit members employed to serve on an eleven (11) month (191 to 212 workdays) basis or twelve (12) month (213 or more workdays) basis are entitled to eleven (11) or twelve (12) days of sick leave respectively each year, cumulative as long as they remain employees of the District.
2. A full year's entitlement of sick leave (10, 11, or 12 days) shall be credited to the bargaining unit member at the start of each school year and shall be reported on each bargaining unit member's monthly pay warrants. Proof of illness or injury shall be the bargaining unit member's submission of an absence on the district's automated absence management system or signature on a completed cause of absence form.

However, the District may require:

- a. Based upon reasonable grounds, a physician's verification of illness or injury stating that the bargaining unit member was not able to perform or cannot perform the bargaining unit member's normal duties for a specified period, or
- b. A written statement by the bargaining unit member stating that the bargaining unit member is a member of a religious sect, denomination, or organization, and that the bargaining unit member was ill or injured and that the bargaining unit member was treated by the practice of the bargaining unit member's religion.

C. Catastrophic Leave (Sick Leave Bank):

In accordance with Section 44043.5 of the Education Code, the District hereby establishes a Catastrophic Leave program for all permanent certificated (bargaining unit members as well as administrators plus the Chief Business Officer) and full time ROP bargaining unit members who have served the school district for two (2) complete consecutive school years and who are working in grades 7-12 who suffer from a catastrophic illness or injury.

"Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the bargaining unit member or a member of the bargaining unit member's immediate family, defined to include spouse or domestic partner, child, or parent of the bargaining unit member, for an extended period of time, requires the bargaining unit member to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the bargaining unit member because the bargaining unit member has exhausted all of the bargaining unit member's sick leave and other paid time off. In the case of a member of the immediate family, the bargaining unit members shall be the primary caregiver.

1. Eligibility

- a.** "Eligible leave credits" shall mean earned and accumulated sick leave and vacation.
- b.** Eligible leave credits may be donated for a catastrophic illness or injury if all the following requirements are met:
 - i.** The bargaining unit member or member of the bargaining unit member's immediate family as defined above is suffering from a catastrophic illness or injury requests in writing that the eligible leave credits be donated and provides verification of the catastrophic injury or illness as required by the District. If the applicant is unable to make a written application, a family member may submit the documents to the Assistant Superintendent of Human Resources or designee. When the bargaining unit member is the primary caregiver for a member of the bargaining unit member's immediate family, the District may require verification that the bargaining

unit member is the family member's primary caregiver.

- ii.** The bargaining unit member has exhausted all accrued paid leave credits except leave entitlement under Education Code section 44977 and has donated at least one (1) day into the bank at the most recent opportunity.
- iii.** Leave credits will be granted to applicants in increments of up to twenty (20) days.
- iv.** An bargaining unit member who receives paid leave pursuant to this subsection shall use any leave credits that they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this subsection.
- v.** Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.
- vi.** Credits shall not be considered available leave for purposes of qualifying for State Teachers Retirement System, hereinafter referred to as "S.T.R.S." Disability.

2. Catastrophic Sick Leave Bank

A Catastrophic Sick Leave Bank shall be established and maintained to provide additional sick leave to eligible bargaining unit members who have a catastrophic illness or injury under the following conditions:

- a.** Participation in this program is voluntary and limited to only those bargaining unit members who have donated at least one (1) full time day into the bank at the most recent opportunity and who have provided the District at least two (2) years of service as a certificated employee. Bargaining unit members with less than two (2) years service to the District who are in need of sick leave days may make a written request to participate to the Assistant Superintendent for Human Resources.

- b.** Donations may be made during an open enrollment period at the beginning of the school year. Bargaining unit members shall be given a choice on whether future requests for donations shall be automatically taken by the District.
- c.** Donations shall be made in writing on the form provided by the Human Resources Office.
- d.** The Federation will assist in enrolling bargaining unit members who wish to contribute to the Catastrophic Sick Leave Bank.
- e.** Any bargaining unit member eligible to participate under Article IV.C. may choose to participate in the Catastrophic Sick Leave Bank after becoming a permanent bargaining unit member. Eligible bargaining unit members may enroll during the open enrollment period at the beginning of each school year.
- f.** All donations of sick leave credit are irrevocable. Unused donations shall be retained in a bank and used for the next request.
- g.** The career maximum amount of donated leave credit that may be used under this subsection shall be one hundred eighty-four (184) days.
- h.** The District Human Resources Office shall maintain on file the Catastrophic Sick Leave Bank of Credits. Credits donated and distributed shall be made on Human Resources Office forms and shall be authorized by the Assistant Superintendent of Human Resources before transfers are made into and out of the Catastrophic Sick Leave Bank for bargaining unit members.
- i.** Up to a maximum of one hundred twenty-five (125) days per year in the Catastrophic Sick Leave Bank may be donated to the Catastrophic Sick Leave Bank for full time bargaining unit members in the Adult Education Program.
- j.** Prior to the denial of any request to access the catastrophic leave bank, the Assistant Superintendent for Human Resources shall consult with the Federation President. If there is no agreement reached between the Assistant Superintendent and the

Federation President, a committee to review the requests shall be convened to determine the outcome of the request. The committee shall be composed of the Assistant Superintendent of Human Resources, the site supervisor, the Federation President, and a Federation Site Representative.

- k.** Days in the Catastrophic Sick Leave Bank shall accumulate from year to year. When the number of banked sick leave days in the Bank falls to or below seventy-five (75) days, the District and the Federation shall work together to distribute a request for donations to all bargaining unit members. Bargaining unit members who choose not to donate shall become ineligible to receive sick leave donations from the Bank even though they have previously contributed. No donation of sick leave shall be returned. However, a bargaining unit member who has previously contributed to the bank but who does not have the minimum amount of days required for donation will be allowed to continue as a member for the remainder of the school year. In order to continue eligibility in the following school year, the bargaining unit member shall contribute at least one (1) day at the first opportunity to do so in the next school year.

- i.** Bargaining unit members who joined during the open enrollment period in a given school year will not be required to donate a second day during the same school year, with the exception under subsection C.2.k.ii below.

- ii.** If the Catastrophic Sick Leave Bank falls below seventy-five (75) days more than once in the same school year, same year enrollees, as identified in subsection C.2.k.1 above will be required to donate under the guidelines in subsection C.2.k.

- l.** No grievance may be filed against the District if a bargaining unit member's request for a withdrawal is denied. No action may be taken against the Federation if a bargaining unit member's request for a withdrawal is denied.
- m.** The District shall provide the SVFT President with a quarterly accounting of the number of days currently in the Catastrophic

Sick Leave Bank and an annual accounting of the number of members.

ORDER OF CERTIFICATED LEAVE RIGHTS

10 Days		Max. 184 Days Catastrophic Leave	Max. 5 School Months - Runs continuously and includes holidays	24 Month - Prob 39 Month - Perm
Current Sick Leave	Accumulated Sick Leave	Sick Leave Bank	Differential Pay- Deduct Cost of Sub	Reemployment List

D. Illness or Accident Leave - Five (5) School Months or Less:

1. When a bargaining unit member is absent from the bargaining unit member's duties on account of illness or accident 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 bargaining unit member, the amount deducted from the salary due the bargaining unit member 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 the bargaining unit member's position during the bargaining unit member's absence or, if no substitute bargaining unit member was employed, the amount which would have been paid to the substitute bargaining unit member had the bargaining unit member been employed.

This amount deducted would be the day-to-day substitute rate for days 1-10 and, at day 11 and over, the long-term substitute rate for absences. Deductions shall be prorated if a part-time substitute bargaining unit member is employed. The District shall make every reasonable effort to secure the services of a substitute bargaining unit member.

However, during this period, the District shall continue paying the ongoing costs of all health and welfare benefits currently in effect on behalf of the bargaining unit member.

2. Five (5) school months is defined as one hundred (100) bargaining unit member workdays between the beginning and end of the work year, excluding recess days.
3. For the first ten (10) working days of absence in a given school year, current sick leave is used; no deduction is made from salary. These ten (10) days are not part of the one hundred (100) days nor are recess days part of the ten (10) days.
4. After the ten (10) days of current sick leave have been used, the one hundred (100) day period commences. There is no deduction wherein accumulated sick leave is available to be used.
5. For any remaining balance of the one hundred (100) days of sick leave in a given school year, after current and accumulated leave have been used, the bargaining unit member is entitled to the bargaining unit member's regular salary, less the cost of the substitute's pay.
6. After the one hundred (100) day period has been completed, unless the bargaining unit member still has accumulated sick leave to which the bargaining unit member is entitled, the bargaining unit member shall not earn salary of any kind until the bargaining unit member returns to duty. Notification shall be made to the Board when the one hundred (100) day period has been reached. In the event that District-paid health and welfare benefits are to be terminated for the bargaining unit member, the bargaining unit member shall be so notified at least five (5) working days prior to termination.

E. Bereavement Leave:

1. Bargaining unit members are entitled to five (5) days absence without loss of pay for the critical illness or the death of any member of the immediate family. Immediate family is defined as a member's spouse, domestic partner, parents, grandparents, in-laws, children, grandchildren, siblings and their spouses, and any person related by blood or marriage. In cases when the death is of an individual in a familial relationship with the bargaining unit member, other than listed in this subsection, approval shall only be by mutual agreement

between SVFT and the Assistant Superintendent of Human Resources or designee.

2. If bereavement leave is granted for the critical illness of a member of the immediate family, subsequent bereavement leave for critical illness or death of the same person shall not be granted in the same fiscal year if the bargaining unit member uses the maximum days allowed during the time of critical illness.
3. Additional leave may be used under Personal Necessity leave for death of a member of the immediate family.
4. See Personal Necessity leave for the death of a close personal friend or the death of a person other than a member of the immediate family living in the immediate household of the bargaining unit member.
5. Bereavement leave shall not be deducted from sick leave.

F. Personal Necessity Leave:

1. Each bargaining unit member may elect, in case of personal necessity, to use available personal illness or injury "sick leave" for personal necessity, including:
 - a. Death of a member of the bargaining unit member's immediate family as defined under Bereavement leave (in addition to Bereavement leave).
 - b. Death of a close personal friend or the death of a person 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 person or property, or the person or property of a member of the bargaining unit member's immediate family, as described in subsection E.1 of this Article. 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 bargaining unit member or the

bargaining unit member's relatives wherein the matter could be taken care of on weekends or in after workday hours.

- d. Appearance in court as a litigant.
 - e. Illness of a member of the immediate family or in-law who is sick and where in an emergency other arrangements cannot be made.
 - f. Unforeseen natural disaster that prevents a bargaining unit member from getting to work.
2. 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 the prior written consent of the appropriate director, site principal or designee.

G. Pregnancy Disability Leave:

- 1. Bargaining unit members who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery therefrom shall be granted such leave, the length of which, including the date on 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 and submitted to the District in writing.
- 2. All bargaining unit members shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
- 3. 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 recovery therefrom.

4. No sick leave compensation shall be granted without such certification from the bargaining unit member's physician.
5. Nothing in these regulations shall prohibit the Board from granting additional days of non-paid leave prior or subsequent to the leave necessitated by the disability due to pregnancy and recovery therefrom.

H. Paternity/Maternity Leave:

1. 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 bargaining unit member's child is born or arrives. Such time off may be taken during birth or at the time the child is brought home. Nothing shall preclude bargaining unit members who meet the statutory requirements from using pre-approved twelve (12) weeks family medical leave where the bargaining unit member shall have the cost of their substitute bargaining unit member and/or the use of unpaid leave.

I. Child Rearing Leave:

1. A bargaining unit member may be granted a leave without pay not to exceed one (1) year for the purpose of rearing preschool-age children.
2. A request for such leave shall be filed with the Human Resources Office in accordance with the provisions of Section P. of this Article.
3. An extension of such leave without pay, not to exceed one (1) year, may be granted upon written request in accordance with the provisions of Section P. of this Article.

J. Military Leave:

1. Military leave shall be granted in accordance with federal and state laws subject to the following conditions: The bargaining unit member shall notify the District and present to the District 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.

K. Court Duty:

1. Leaves of absence to appear as a witness in court other than as a litigant shall be granted with no loss in pay provided the bargaining unit member reimburses to the District the fee received, exclusive of mileage allowance and reimbursable expenses.

L. Jury Duty:

1. Bargaining unit members shall be released for jury duty without loss in pay subject to the following conditions:
 - a. The bargaining unit member, upon notification of assignment to jury duty shall, as soon as possible, but no later than two (2) workdays prior to the commencement of jury duty, notify the bargaining unit member's immediate administrator of the dates, location, and estimated time that the bargaining unit member 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 that the bargaining unit member was engaged in the performance of the bargaining unit member's duties as a prospective juror and/or as a member of a jury. Such statement shall include the date upon which the services of the bargaining unit member were no longer required by the Jury Commissioner. Bargaining unit members serving as jurors shall turn over jury fees received, exclusive of mileage and reimbursable expenses, to the District. Such time shall not be deducted from sick leave.

M. Industrial Accident and Illness Leaves:

Bargaining unit members shall be entitled to Industrial Accident or Illness leaves of absence under the following provisions:

1. Allowable leaves for any industrial accident or illness shall be for a maximum of sixty (60) days during which the schools of the District are required to be in session or when the bargaining unit member would otherwise have been performing for the District in any one (1) fiscal year for the same accident.

2. Allowable leaves shall not accumulate from year to year.
3. Allowable leaves shall commence on the first day of absence.
4. Payment for monthly salary lost while the bargaining unit member is on industrial accident or illness leave shall, when added to a temporary disability indemnity payment granted to the bargaining unit member under Workers' Compensation laws, equal, but not exceed, the regular monthly salary.
5. Industrial Accident or Illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a compensation temporary disability payment made under Workers' Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days shall overlap into the next fiscal year, July 1, the bargaining unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the illness or injury occurs, for the same illness or injury.
7. After the sixty (60) day leave of absence is exhausted and if the bargaining unit member is not medically able to return to work, the bargaining unit member shall in addition be entitled to the provisions of Sections 44977, 44978, and 44983 of the Education Code. If the bargaining unit member continues to receive temporary disability indemnity, the bargaining unit member may elect to take as much of the bargaining unit member's accumulated sick leave, which, when added to the bargaining unit member's temporary disability indemnity, shall result in a payment to the bargaining unit member of not more than the bargaining unit member's full salary.
8. During any paid leave of absence, the bargaining unit member shall endorse to the District the temporary disability indemnity checks received on account of the bargaining unit member's industrial accident or illness.
9. 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 approved by the Superintendent or the bargaining unit member's designee. The bargaining unit member shall file the bargaining unit member's request to travel with the Assistant Superintendent of Human Resources stating the bargaining unit member's reason for travel, departure date, location, mailing address, and return date.

10. Travel outside the state in excess of thirty (30) days may be approved by the Superintendent or designee if:

a. The bargaining unit member files with the Human Resources Office a verification from a physician that travel outside the state in excess of thirty (30) days is necessary for medical care or treatment, or

b. The bargaining unit member verifies that care can be provided more reasonably in the home of a friend or relative. In such a case, the District may require periodic verification by a physician that the bargaining unit member is still disabled and unable to work.

11. Bargaining unit members requesting or planning 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 work. Payment shall not be made unless such certification is on file with the District.

12. 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).

N. Administratively Approved Leave:

1. The Superintendent or designee may grant leaves of absence subject to the conditions set forth in this Section.

2. Up to three (3) full days for any bargaining unit member at full pay when the purpose of the leave is for the benefit of the District and the students thereof.

3. Up to three (3) full days for any bargaining unit member, upon condition that the bargaining unit member pays the cost of a substitute bargaining unit member whether or not a substitute is employed when the purpose of the leave is for the benefit of the bargaining unit member and the District.
4. Up to thirty (30) working days of non-paid leave of absence within a school year, when the purpose of the leave is for the benefit of the bargaining unit member. A full daily rate deduction of pay shall be made for each day of such leave inclusive of a daily rate deduction for health and dental insurance premiums.

O. Federation Leave:

1. The Superintendent or designee shall annually release the Federation President and/or representative(s) from their bargaining unit work assignment(s) in order to serve the Federation's membership and bargaining unit. All-associated costs (including salary and benefits) for bargaining unit members released to serve the Federation shall be reimbursed to the District with the exception of substitute bargaining unit member costs. All requests for annual Federation leaves shall be made no later than the last workday of each preceding work year. The District shall return bargaining unit members who finish their Federation leaves to positions within the bargaining unit that are appropriate for their actively maintained certificated credential(s).

P. Other Non-Paid Leaves:

The Board may grant other non-paid leaves of absence.

1. Non-paid leaves of absence scheduled to commence after the end of a school year for the ensuing school year or a portion thereof, shall be requested by submission of a letter to the Human Resources Office no later than April 15 of each school year. Requests for non-paid leaves of absence as described herein shall not be considered beyond April 15 of any school year unless they are for extraordinary and unusual reasons.

2. Leaves to commence during a school year for a period in excess of thirty (30) days shall be requested in writing no later than thirty (30) days prior to the commencement of said leave and shall not be considered thereafter, unless for extraordinary and unusual reasons. The District upon receipt of a request for a non-paid leave to commence during a school year for a period in excess of thirty (30) days, shall act expeditiously to obtain a suitable replacement for the bargaining unit member but may delay commencement of the leave until a suitable replacement is obtained.

3. Conditions:

Non-paid leaves of absence as described herein, inclusive of child-rearing leave, shall be subject to prior approval of the District and shall be requested in writing and are subject to the following conditions:

- a. Agreement by the bargaining unit member to notify the District in writing of the bargaining unit member's intentions to return or not return to the employment of the District by a date specified by the District at the time the bargaining unit member signs their request in writing as revised in accordance with this Agreement.
 - b. Agreement by the bargaining unit member that failure to meet such notification requirement shall be deemed a voluntary resignation.
4. Upon request, the Federation shall receive a copy of each approved leave request. Failure to provide such copy, except willful and deliberate refusal by the District, shall not be the basis of a grievance nor the grounds for a lawsuit by an individual bargaining unit member who has failed to meet notification requirements specified by the District.
 - a. The District shall make a reasonable effort to return a bargaining unit member returning from the bargaining unit member's leave of not more than one (1) year in duration to the school the bargaining unit member was assigned to prior to the leave.

- b. If the bargaining unit member is not returned to the bargaining unit member's previous school, the bargaining unit member may transfer or be transferred in accordance with the applicable provisions of the transfer provision of this Agreement.

5. Extensions:

Requests for extensions of non-paid leaves must be filed in writing at least ten (10) days prior to the agreed upon notification date referred to in Sub-section 3.a.

- 6. A bargaining unit member who receives an extension shall agree that the post-leave assignment may be at any school of the District, notwithstanding the transfer/reassignment procedures in this Agreement.

Q. Leaves - Statutory and/or Short-Term:

- 1. Bargaining unit members on statutory and/or short-term leaves listed herein shall under normal circumstances be returned to the work site and assignment they held at the commencement of such leaves:

- a. sick leave (including five (5) school month provision)
- b. Industrial Accident and Illness leave
- c. Jury Duty leave
- d. Bereavement leave
- e. Personal Necessity leave
- f. Pregnancy Disability leave
- g. Paternity/Maternity leave
- h. Military leave
- i. Court Duty leave
- j. Administratively Approved leave
- k. Federation leave

- 2. The foregoing leaves need to be requested in writing, signed, dated, and submitted to the District's Human Resources Office, and shall not be subject to the conditions therein. However, nothing contained in this Agreement shall preclude the right of the District to effect a transfer or reassignment of bargaining unit members on the leaves

referred to in this subsection in accordance with the transfer procedures contained in this Agreement.

R. Election or Appointment to a Local, State or Federal Office:

1. 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. If the duration of the leave is for more than one (1) year, such bargaining unit member may be assigned to any school in the District upon the bargaining unit member's return to paid status, notwithstanding the provisions of the transfer/reassignment procedures contained in this Agreement.

S. Sabbatical Leaves:

1. Five-tenths of one percent (.5%) of the bargaining unit may be granted sabbatical leaves of absence by the Board during any one (1) school year upon recommendation of the Superintendent, subject to the following conditions:
 - a. Sabbatical leave, as defined herein, shall be no more than one (1) year in duration.
 - b. Requests for sabbatical leaves of absence will be received by the Superintendent in writing in such form as may be required beginning October 1 of the school year preceding the year for which the sabbatical leave is requested. Applications for sabbatical leave shall be received by the Office of the Assistant Superintendent of Instructional Services from October 1 through December 1 of each school year. The Board shall receive recommendations from the Superintendent and take action upon sabbatical leave applications on or before the fifteenth (15th) of January of the ensuing calendar year.

- c. An applicant for a sabbatical leave must have completed at least seven (7) consecutive full school years in active service as a regularly appointed certificated bargaining unit member in the District by the time such a leave should begin in order to be eligible for sabbatical. Layoff within the applicable statutory period for reemployment shall not constitute a break in service for sabbatical leave purposes. A year spent on layoff within the foregoing statutory period shall count as part of the seven (7) years required if the bargaining unit member works seventy-five percent (75%) of the days or hours of the school year. Any paid leave or non-paid leave of absence granted by the Board shall not be considered a year of service for the purpose of determining eligibility for sabbatical leave.
- d. Bargaining unit members on sabbatical leave shall be paid at fifty percent (50%) of full salary rate. Upon return from sabbatical leave, the bargaining unit member shall be placed on the appropriate step on the salary schedule as though such bargaining unit member had not been on leave of absence.
- e. An applicant for sabbatical leave will submit a written proposal together with an application letter within the application period to the Assistant Superintendent of Instructional Services.
- f. Bargaining unit members on sabbatical leave shall receive the same health and welfare benefit coverage provided to full-time bargaining unit members in accordance with Article XII of this Agreement.
- g. The Asst. Superintendent of Instructional Services shall evaluate the applications and proposals for sabbatical leaves and make recommendations regarding the applications and proposals to the superintendent no later than December 31 of any school year. These recommendations shall be based on guidelines formulated by the Sabbatical Leave Committee, consisting of two (2) members selected by the Federation and two (2) members selected by the administration.

- h.** If necessary and if appropriate arrangements can be made, a sabbatical leave may be taken in two (2) separate semesters provided that the leave is commenced and completed within a three (3) year period.
- i.** A sabbatical leave of absence may be extended as a non-paid leave of absence without pay, benefits or salary increment for one (1) additional year, subject to the provisions of Section P. of this Article.
- j.** The bargaining unit member must file with the Board a suitable bond indemnifying the District for any salary paid the bargaining unit member during the period of sabbatical leave in the event said bargaining unit member fails to return and to render the necessary years of service in this District following the termination of the sabbatical leave or in the event said bargaining unit member fails to carry out the conditions contained in the bargaining unit member's application and proposal.
- k.** Failure of a bargaining unit member to return and render service or to complete the scheduled program of study or travel shall not result in a forfeiture of the bond when such failure is due to death or physical or mental disability certified by a licensed physician. If the bargaining unit member during the period of sabbatical leave requests termination of the sabbatical leave for reasons of physical or mental disability certified by a physician, the leave shall be terminated and the bargaining unit member shall be entitled to utilize the bargaining unit member's full sick leave benefits, including the five (5) month provision. If all sick leave benefits, including the five (5) month provision, are exhausted within the school year, the bargaining unit member shall be considered to be on non-paid leave of absence for the remainder of the school year. There shall be no forfeiture of the indemnity bond, and the bargaining unit member shall be released from the bargaining unit member's obligation to complete the requirements contained in the sabbatical leave proposal.

1. Sabbatical leave shall count toward retirement, and all retirement contributions of the bargaining unit member shall be collected.
- m. The bargaining unit member shall agree to return to employment with the District for one (1) full year in the event of a one-half (1/2) year sabbatical leave of absence, or two (2) full years in the event of a full-year sabbatical leave of absence. The bargaining unit member shall agree to notify the Office of the Superintendent for approval of any projected change in the bargaining unit member's proposal for professional improvement.
- n. The bargaining unit member returning from a sabbatical leave of absence shall submit to the Superintendent a report containing transcripts of all college and university studies while on leave and/or a description of travel and all of the items of information pertinent to an evaluation of the bargaining unit member's sabbatical leave activities. A report shall be made to the Board.
- o. The District shall make a reasonable effort to assign bargaining unit members returning from sabbatical leaves of absence to the school to which the bargaining unit member was assigned prior to the leave.
- p. An applicant who is not selected for a sabbatical leave shall, upon request, be given a conference with the person(s) at the level where the leave is not recommended. If the Board does not approve the recommendation, the conference, if requested, shall be with the Superintendent or the bargaining unit member's designee.

T. Shared Leave:

In the event that two (2) bargaining unit members wish to request an unpaid leave of absence for either one (1) semester or for half (1/2) days for an entire school year, such bargaining unit members may be granted such leave requests from a commonly shared certificated employment assignment.

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

1. Two (2) bargaining unit members may share a single assignment on the basis that bargaining unit member "A" may occupy a full-time assignment during one (1) semester while bargaining unit member "B" is on leave, with the situation being reversed during the second semester.
2. Two (2) bargaining unit members may share a common assignment with each bargaining unit member teaching throughout the year on a halftime (1/2) basis, with bargaining unit member "A" receiving the preparation period for one-half (1/2) the year and bargaining unit member "B" receiving the preparation period for the second half (1/2) of the year.

Shared leave may be granted upon application to the Board, and such leave is subject to the provisions governing unpaid leaves listed herein.

U. 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.

ARTICLE V - TRANSFER AND REASSIGNMENT

A. Transfer:

1. A transfer is defined as the movement of a bargaining unit member from their assigned work site to a vacancy at another school in the District. Transfers may be made by the District on an involuntary basis or may occur as a result of the voluntary application by a bargaining unit member for a vacant position at another school or work site in the District.
2. A vacancy for the purpose of this Article is defined as an unfilled position at any District work site including where a recommendation for hire has been submitted to the Human Resources Department and awaits finalized clearance for certificated employment and District onboarding, also which has

occurred as a result of attrition or the need for additional staff, but which has been subjected to any and all reassignments which have been deemed necessary by the Principals and/or other responsible managers. Such reassignment shall have been made in accordance with Section D. herein.

B. Voluntary Transfers:

1. Solicitation:

- a.** Between January 15 and February 15 of any year, bargaining unit members wishing to voluntarily transfer within the District may file a written request for voluntary transfer in the District Human Resources Office for vacancies for the following school year. The District shall compile a list of the requests, which shall include the bargaining unit member's name, valid credential(s), and assignment preference. The list shall be effective from February 15 through May 31 of the current school year. Nothing contained herein shall limit the District in soliciting voluntary transfers at other times for bargaining unit members to serve as Teacher(s) on Special Assignment (TSA(s)). Site-based TSAs may apply and be appointed at any time, provided the District has secured a qualified replacement. Three (3) instructional days shall be allotted for the TSA and the replacement bargaining unit member to facilitate a transition supportive of student learning.
- b.** For vacancies for the following school year, which occur between February 15 and May 31, the District shall post such vacancies for a period of three (3) business days. Bargaining unit members wishing to be considered for such positions shall notify the Human Resources Department in writing prior to the end of the posting period. A copy of the vacancy notice shall be provided to the Federation.
- c.** The District shall also consider for all vacancies occurring between February 15 and March 31 for the following school year, the bargaining unit members whose names appear upon the voluntary request for transfer list referred to in section B.1.a. above. Transfers shall be

effected as soon as vacancies and schedules are determined by District.

- i.** Should the District be unable to effect any transfers by the March 31st deadline for the following school year, unprocessed transfers shall have the March 31st deadline extended to April 30th on a case by case basis.
- d.** Nothing contained herein shall preclude the District from soliciting candidates for vacant positions from sources outside the District.

2. Interview and Selection:

- a.** For vacancies which occur between February 15 and March 31 or as described in B.1.c.1. above prior to the next school year, the District shall include in any group of candidates to be interviewed for any vacant position, current District bargaining unit members who have requested consideration for voluntary transfer. Onsite certificated managers shall select for interview those bargaining unit members from the voluntary transfer request list who are the best qualified for the vacant position on the basis of criteria specified in Section 3. below.
- b.** Bargaining unit members not on the transfer list, who are permanent and who have received an overall "Proficient" or better and with no area indicated as "Needs Improvement" or "Unsatisfactory" on their last evaluation, may be granted an interview for vacancies which occur between February 15 and March 31 or as described in B.1.c.1. above as specified in section B.1.a. Bargaining unit member interviews shall be scheduled by the appropriate manager during non-instructional hours. Onsite certificated managers shall select for interview those bargaining unit members responding to postings who are the best qualified for the vacant position on the basis of criteria specified in Section 3 below. Bargaining unit members not interviewed, or not selected for a vacant position, shall, upon request, be entitled to a conference with the

responsible manager to discuss the reasons for their non-selection.

- i.** Not more than thirty-three percent (33%) of a site's department shall be allowed to transfer between school years. For departments with less than three (3) bargaining unit members, mutual agreement between the District and Federation must take place prior to transfers of such unit members.

3. General:

Bargaining unit members applying for vacant positions on a voluntary basis during the period as specified in section B.1.a shall be selected for interview based upon the order of the following criteria:

- a.** A valid California teaching credential authorizing service in the assignment being transferred to.
- b.** Current performance evaluations shall not include Needs Improvement or Unsatisfactory.
- c.** Documented subject area training or subject area professional development.
- d.** The constraints of Title Nine (IX) and Affirmative Action laws and regulations.
- e.** The best interest of the instructional program/District.
- f.** District-wide seniority. District-wide seniority for the purpose of Article V., Section B., is defined as the total number of years in paid status in the District. District-wide seniority shall be applied only to resolve transfer decisions when two (2) or more bargaining unit members in the District are rated equally according to the criteria listed herein.
- g.** With the exception of the TSAs as specified in subsection B.1.a, voluntary transfers shall not be allowed for

positions which become vacant after the February 15 - March 31 period specified in subsection B.1.c.1.

4. Teachers on Special Assignment:

- a.** The District shall not staff more than the equivalent of four and two tenths (4.2) FTE TSA positions in a comprehensive high school if the equivalent of two (2) FTE or more classroom teaching positions and/or base-funded counseling positions are vacant as previously defined as of five (5) business days prior to the first work day of the school year. EL Specialists and High School Athletic Directors shall be included in the calculation of TSA FTE but shall not be subject to reassignment under the terms of this subsection. A TSA filling a teacher vacancy shall remain in the assignment until there is an appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.
- b.** The District shall not staff more than the equivalent of two and two tenths (2.2) FTE TSA positions in a comprehensive middle school if the equivalent of more than one (1) FTE classroom teaching positions and/or base-funded counseling positions are vacant as previously defined as of five (5) business days prior to the first workday of the school year. EL Specialists and Middle School Activities Directors shall be included in the calculation of TSA FTE but shall not be subject to reassignment under the terms of this subsection. A TSA filling a bargaining unit vacancy shall remain in the assignment until there is an appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.
- c.** The District shall not staff the equivalent of more than fourteen (14) FTE District level TSA positions if the equivalent of nine (9) FTE or more classroom teaching positions and/or base grant funded counseling positions combined are vacant as previously defined not fully staffed, at the comprehensive schools as of five (5) business days prior to the first workday of the school year. New Teacher Support TSAs shall be included in the

calculation of TSA FTE, but shall not be subject to reassignment under the terms of this subsection. A TSA filling a bargaining unit vacancy, as previously defined, shall remain in the assignment until there is an appropriately credentialed bargaining unit member (temporary or probationary) hired for the remainder of the academic year.

d. Language contained in subsections a, b, and c above is subject to credentialing requirements. If the District is able to staff a vacancy, as previously defined and as referenced herein, with an appropriately credentialed itinerant bargaining unit member, the terms of this subsection shall not apply.

e. Bargaining unit members who are to be reassigned under this subsection shall be notified of the potential reassignment no later than five (5) business days prior to the first workday of the school year. The reassignment shall be considered official upon the first workday of the school year unless another appropriately credentialed bargaining unit member has been appointed to the vacant position.

C. Involuntary transfers:

1. Involuntary transfer is defined as a transfer determined necessary by the District for the good of the instructional program and in the best interest of the District as a whole.
2. An involuntary transfer shall be initiated by the District and shall normally be promulgated after the District has solicited volunteers from a specific department or certificated staff at-large and has reviewed a list of qualified bargaining unit members who have requested transfer. Such transfers shall be based upon the criteria for transfer contained in Section B. 3., a.-f., herein, and departmental seniority. Departmental seniority for the purpose of Article V., Sections C. and D., is defined as the total number of years in paid status within a school department. Departmental seniority shall be applied to resolve transfer decisions when two (2) or more bargaining unit members eligible to be transferred cannot be differentiated

based upon the criteria contained in Section B. 3., a.-f., herein.

3. The District may initiate an involuntary transfer for reasons other than a vacancy at another school site provided that the following criteria are met:
 - a. The bargaining unit member has been evaluated as outlined in Article IX - Evaluation Procedures and has received two (2) consecutive "Unsatisfactory" yearly evaluations.
 - b. The bargaining unit member has been provided a Plan of Assistance according to Article IX., subsection H.3.d., after each "Unsatisfactory" evaluation.

In these cases, criteria as contained in Section B.3, a-f herein and seniority would not apply.

4. Bargaining unit members involuntarily transferred shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for their transfer.
5. Bargaining unit members involuntarily transferred 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.
6. Those bargaining unit members to be involuntarily transferred between schools may indicate a preference of schools involved to the Assistant Superintendent of Human Resources.

D. 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. 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.

- b.** 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.
- c.** 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.
- d.** 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.

ARTICLE VI - CLASS SIZE

- A.** It is in the best interest of all parties to resolve class overloads expeditiously at the beginning of the school year. It is in the best interest of students and staff to maintain reasonable sizes in all classes.
- B.** Enrollment projection formulas and staffing formulas that affect class size shall be reviewed annually and updated if necessary. Factors to be considered in the determination of class sizes:
 - a.** Anticipated number of mid-year graduates.
 - b.** Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off campus instructional activities.
 - c.** Number, availability, and variety of instructional stations.
 - d.** Experience of attrition.
- C.** Prior to determining the allocation of sections at each site, the administration shall consult with each department chair at the site.
- D.** While it is recognized that all the factors indicated in paragraphs B. 1 through 4 above modify the final class size achieved in a specific subject area in a specific school, the following class size averages are suggested to be in effect for the beginning of the second week of each semester:
 - 1.** English Language Development (E.L.D.) 30.2 students. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 23 students for as long as they are available. Bargaining unit members who are assigned to teach E.L.D. shall receive a five hundred dollar (\$500) stipend per section, per semester for additional preparation time. This stipend shall be paid on a monthly basis from Supplemental/Concentration Grant funds for as long as they are available.

2. Academic Language Development (A.L.D.) and Academic Language and Literature (A.L.L.) and any new designated ELD course 30.2 students. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 23 students for as long as they are available. Bargaining unit members who are assigned to teach A.L.D. or A.L.L. and any new designated ELD course shall receive a five hundred dollars (\$500) stipend per section per semester for additional preparation time. This stipend shall be paid on a monthly basis from Supplemental/Concentration Grant funds for as long as they are available.
3. General Academic, including credit recovery classes, 30.2 students.
4. Content area sheltered classes 30.2 students. The district shall use Supplemental/Concentration funds as class size reduction to lower the class size average to 25 students for as long as they are available. Bargaining unit members who are assigned to teach content area sheltered classes shall receive a five hundred dollar (\$500) stipend per section per semester for additional preparation time. This stipend shall be paid on a monthly basis from supplemental/Concentration Grant funds for as long as they are available.
5. Family Services and Consumer Studies 27.4 students.
6. Industrial Technology 27.4 students.
7. Lab Courses 27.4 students (in assigning students to Lab Courses consideration shall be given to the number of fully functioning lab stations).
8. Mt. Toro 22 students.
9. El Puente caseloads 35 students per bargaining unit member.
10. Physical Education 42.8 students.

- a.** Not to exceed 48 students in any one class unless a paraprofessional or other appropriate support is provided.
 - b.** Supported classes not to exceed 52 students.
 - c.** Modified Physical Education classes shall maintain a ratio of two (2) general education students to one (1) student with disabilities.
- 11.** Language Arts Intensive 21 students. (The ratios in paragraphs F, G, H of this article shall not apply to Language Arts Intensive classes. However, sections with forty-eight percent (48%) or more students with disabilities shall be supported. No section of Language Arts Intensive shall have more than sixty-seven percent (67%) students with disabilities).
- 12.** Business Technology—not to exceed the number of functioning workstations in the classroom.
- 13.** Special Class General Academic 17 students.
- 14.** Education Specialist caseload 26 students.
 - a.** No “30-Day Placements” shall be added to any caseload that is already at twenty-six (26) students without consultation and mutual agreement with the bargaining unit member, or the Federation for probationary and temporary bargaining unit members, for those Individual Education Plans (IEPs) that are due within ten (10) days, including those that are overdue.
 - b.** If all Education Specialists at the student’s site have reached their caseload of twenty-six (26), and no unit member volunteers, the principal or designee shall have the ability to assign the 30-day placement to the most senior Education Specialist at that site, followed by the second most senior, and so on.
 - c.** Bargaining unit members impacted per a and b above shall receive a full day of release time to meet

student needs related to IEP compliance prior to the IEP deadline or thereafter should the deadline have already passed when the 30-Day Placement was made, and this time shall be at the bargaining unit members' discretion. For impacted bargaining unit members that are psychologists and speech language pathologists, professional discretion shall be granted in allowing them to prioritize 30-Day Placements over all other tasks.

- d. A regular education or special education teacher who has the student in their class or caseload may request a review of a special education student's placement by submitting a written request to the Principal or designee. The Principal or designee shall, within twenty (20) school days, review the request with the student's case carrier and school psychologist. If the student's IEP and related data confirm concerns regarding the student's placement, an IEP will be called within thirty (30) school days of that review.

15. Moderate to severe-self-contained grades 7-12 caseload 15 students.

16. Moderate Special Education Classes (Therapeutic Intervention, Functional Academics and Social Communication) 15 pupils.

17. Postsecondary Transitions - Mild to Moderate - caseload 22.

18. Postsecondary Transitions - Moderate to Severe-caseload 15.

19. Individual Studies - 17 students.

20. Community Day School Caseload - 18 students per self-contained section.

E. The District administration and school site administration shall be guided by these suggested averages when the class schedules are being developed and staffing calculated. Full

reports on class size shall be given to the Federation at least three (3) times during the year: on the seventh (7th) day of instruction in the first semester, and on or about the tenth (10th) week of the first semester and on the seventh (7th) day of instruction in the second semester.

- F.** The number of students with disabilities in a co-taught class, whose IEP's identify the subject area of the class as a service area for the students and co-teaching as an instructional delivery model, shall not exceed thirty-three percent (33%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- G.** The number of students with disabilities in a class that follows the "in class support" model, whose IEP's identify the subject area, shall not exceed twenty and one-half percent (20.5%) of the total class roster. This limitation shall not apply to pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- H.** The number of students with disabilities in a class that receives no additional support from certificated personnel and whose IEPs identify the subject area, shall not exceed eleven percent (11%) of the total class roster. This limitation shall not apply to students receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- I.** The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching spaces available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District shall make reasonable efforts to adjust class size goals accordingly if the room is small or if the number of workstations is inadequate to meet the above demands. The total number of students assigned to each full-time teacher should be equitable.
- J.** The suggested class size averages enumerated in Section D herein are to be used to determine total class load.

- K.** SVFT may request to meet with the Assistant Superintendent for Human Resources at least five (5) business days before the first day of the work year to review the projected class sizes and explore ways to mitigate potential problems.
- L.** If the average for any bargaining unit member exceeds the goals enumerated in subsection D as well as the ratios specified in subsections F, G and H, the bargaining unit member subject to the excess or SVFT shall, upon request, be entitled to a conference with the Principal or designee, the master scheduler of the school and the department chair. Such conference shall not be scheduled prior to the eighth (8th) day of instruction each fall and spring semester, and shall not occur if the averages are within contract goals by the eighth (8th) day of instruction. The bargaining unit member may request the presence of a representative from the Federation. Such conferences shall be scheduled insofar as possible as not to interfere with the instructional program of the school. At the conference, the Principal or designee and the participants shall review with the bargaining unit member possible solutions which may include, but not be limited, to the following:
1. Reasons for the excess.
 2. Anticipated duration of the excess.
 3. Possible student schedule changes to relieve the excess.
 4. Possible redistribution of classes within the department.
 5. Constraints prohibiting an immediate remedy of the excess.
 6. An estimate as to when the excess may be eliminated.
 7. Possible reassignment of teachers within the school.
 8. Student absenteeism.
 9. Transfer of students to other schools or programs.
 10. Hiring of new teachers.
 11. Prohibiting the addition of more students to the classes.
- M.** Subsequent to the completion of the conference as specified in subsection L, the Principal or designee shall make a good faith effort to relieve, insofar as possible, the total class load excess(es) beyond the limits described herein. Failure of the Principal to effect relief is not and shall not constitute a grievance, except as provided in paragraph P below.

- N.** In the event that the problem is still unresolved, the bargaining unit member may appeal to the Assistant Superintendent for Human Resources. Within seven (7) instructional days from the receipt of the appeal, the Assistant Superintendent for Human Resources shall convene a meeting with the bargaining unit member, the site administrator and any other person deemed relevant to the issue. SVFT and the Assistant Superintendent shall work cooperatively to provide relief which can include the options listed in subsection M L 1 through 11 above or some other mutually acceptable relief.
- O.** On the seventh (7th) day of instruction in the Fall semester, the District shall provide the SVFT President with a report that shows all teachers who have class averages over the goals enumerated in subsection D as well as the ratios specified in subsections F, G, and H.
- P.** Between the eighth (8th) and fourteenth (14th) days of instruction, SVFT and the affected teacher(s) shall meet with the site principal and administrator responsible for the Master Schedule to resolve any problems with the class size averages. In the cases of non-permanent teachers, SVFT and/or the affected teacher(s) shall meet with the site principal and administrator responsible for the Master Schedule to resolve any problems with the class size averages. If there is no satisfactory resolution achieved, SVFT and the affected teacher(s) shall meet with the Assistant Superintendent for Human Resources after the site meeting but no later than the twenty-second (22nd) day of instruction to attempt to resolve any unresolved issues related to class size averages. In the cases of non-permanent teachers, SVFT and/or the affected teacher(s) shall meet with the Assistant Superintendent of Human Resources after the site meeting but no later than the twenty-second (22nd) day of instruction to attempt to resolve any unresolved issues related to class size averages. If no resolution is found to the remaining issues, SVFT may, within ten (10) days of the meeting with the Assistant Superintendent file a grievance at Level III on the unresolved class size average issues. In the event that the grievance reaches the Level IV, the arbitrator shall consider whether the District has acted in good faith to implement solutions to the class size overages. The solutions to the overages are those listed

above in subsections L1 through 11 plus any mutually agreeable relief. The same procedures shall be followed in the spring semester as to classes that are new to the spring semester and are not continuing from the Fall Semester.

Q. The following provisions shall be applicable for counselors:

1. The student/counselor ratio in each of the middle and high schools shall be four hundred and fifty to one (450:1).
2. The above ratios are established with the understanding that the counselors shall be responsible for providing only the services listed in "Appendix F".
3. Reasonable efforts shall be made to decrease the counselor/student ratio to four hundred to one (400:1) should the District's Supplemental/Concentration funding permit.
4. Counselor student caseloads shall be equivalent (within +/- 5% of the department average) between bargaining unit members in the same department, unless otherwise agreed to, in writing, by a majority of department bargaining unit members each school year.
5. Part-time counselors shall have prorated caseloads equal to their Full Time Equivalent position in accordance with subsection Q.1-4 above.

R. Psychologists' ratio shall be one (1) psychologist for each one thousand eight hundred and fifty (1,850) students.

S. The Speech Language Pathologists' caseloads shall be limited to fifty-five (55) students.

T. For the school year, the work experience ratio shall be one hundred twenty-five to one (125:1).

U. Current practices shall be followed with regard to class size in instructional programs and/or classes not specifically enumerated in this Article: e.g., music, R.O.P. classes, R.O.P. coordination.

- V.** Differentiated staffing shall be permitted only by mutual agreement between the District, the department chair and the individual department member immediately impacted. When a probationary or temporary unit member is directly impacted by differentiated staffing and the administration seeks the consent of the unit member, the Federation may represent the impacted unit member. No later than the eighth (8th) month of each school year, each department chairperson shall meet with their department members to discuss teaching assignments and make recommendations to the site administration for the following school year. In addition, there shall be a meeting of all department chairpersons that have differentiated staffing no later than the ninth (9th) month of each school year to discuss differentiated staffing for the following school year.
- W.** When developing master schedules, the District shall not set the class size maximums per section that create overages of more than two (2) students per section or ten (10) students per day as set forth in subsection VI.D. of this agreement after the fifth (5th) business day prior to the beginning of each work year. Five (5) days prior to the first day of instruction, SVFT shall receive a report from Human Resources showing the section "maximum seats" used for scheduling each section at every site.
- X.** Subsections F, G, and H Regarding Students with Disabilities
- 1.** By July 1st prior to each school year, the Assistant Superintendent of Human Resources or their designee shall provide the SVFT President or their designee a comprehensive report clearly identifying that all the following school year's schedules for students with disabilities (SWDs) have been anchored within the master schedule at each school site and/or program. This report shall include course sections designated as "co-teaching" or "in-class support" and the ratios as outlined in each subsection F, G, and H. Furthermore, due to having no control over the timely identification of SWDs from feeder school districts and/or beginning of the school year SWD registrants, the report shall also demonstrate that sites and/or program have included additional

capacity in courses to allow for transfers and/or increased enrollment of SWDs between the last workday of the previous school year and the first instructional day of the following school year.

- a. *Anchored means the conscientious act of following the Education Specialist bargaining unit members' recommendations for pre-registering students with disabilities' course schedules for the following work year and ensuring, throughout the entire master schedule building process, that these students with disabilities shall receive and remain connected to (meaning anchored) their services as prescribed in their Individual Education Plan (IEPs).
2. Should the District fail to provide the Federation this report as described above, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.
3. Furthermore, ten (10) days prior to the first official day of classes for students, the District shall provide an update of the report described above.
4. Should this report show that SWDs are not locked in the schedule, SVFT may request a meeting with the Assistant Superintendent of Human Resources, or designee, and the site master scheduler to review solutions. If solutions are not implemented within five (5) days of this meeting, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.
5. By the first workday of each year, the District shall provide all bargaining unit members access in the Student Information System (SIS) to a drop-down menu from the "student detail" window to an easily accessible link to all assigned students with disabilities' (SWD) documents, with the exception of incoming students from outside the district. In the event the SIS changes the formatting of the drop-down menu, the District shall implement a

mutually-agreed to process for bargaining unit members' access to the SWD informational documents.

6. If the previous agreed to paragraph is not implemented by the first workday, then by the eighth (8th) day of instruction the District shall provide each bargaining unit member a complete list of the SWDs and include each SWD's documents, including the name of each SWD's case carrier. Should the District fail to provide a bargaining unit member the report as described, a grievance shall be initiated by the Federation commencing with Level III as prescribed in Article III of this Agreement.

Y. Special Education Caseload Assessment Management

1. Triennial assessments shall be prioritized.

- a. Education Specialist bargaining unit members shall provide the District's Special Education Department with the site administrator responsible for Special Education with a list of assigned triennials and due dates by the first day of the school year.
- b. The scheduling of triennials shall be in collaboration with administrators and the impacted bargaining unit members who are itinerant service providers.

2. Initial Assessments

- a. The occurrence of initial assessments for IEPs may require that Education Specialists assume responsibility for additional Students with Disabilities (SWDs) above their caseload limit as defined in subsection D.14 above. Assignments of initial IEPs over caseload limits shall be made by Special Education Office on an equal basis. Education Specialist shall be compensated five hundred dollars (\$500) per initial IEP assessment.

3. Out-of-District Assessments

- a. Out-of-District assessments are for students who are in private schools or incarcerated.

- b.** Districts Special Education Office bargaining unit members shall complete initial and subsequent Out-of-District assessments
- c.** Should a student qualify for special education services. District Special Education Office bargaining unit members shall maintain Out-of-District special education students on their caseloads, subject to subsection D. 14-15 above.
- d.** Should the District eliminate bargaining unit position(s) at the District Special Education Office, the parties shall have thirty (30) calendar days to negotiate Out-of-District assessments.

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ARTICLE VII - HOURS OF EMPLOYMENT

A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all bargaining unit members, except as otherwise provided for in this Agreement, shall consist of 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 development day. The remaining three (3) days shall be designated "bargaining unit member workdays."
 - a. All District-wide directed professional development during non-instructional workdays for all bargaining unit members shall be reviewed by the District Professional Development Committee (DPDC) and recommendations from the DPDC shall be considered by the District as set forth in Appendix R of this agreement.
 - b. High school athletic director bargaining unit members shall be compensated for ten (10) summer workdays at their per diem rate of pay. High school athletic directors receive a stipend for duties completed beyond the school day. Athletic Directors shall not be assigned by the district to coach a sport except temporarily when the assigned coach is absent. An Athletic Director may volunteer to coach an entire season in a full-time capacity with the approval of the site principal. If an Athletic Director volunteers to coach a full season, one third () if the Athletic Director stipends will be paid to a replacement staff member to carry out all athletic duties required beyond the school day.
 - c. New bargaining unit members who are hired after the completion of the new employee orientation shall be granted 2 release days within the first 6 weeks of their assignment for training. In the case of an Educational Specialist's late hire, Individual Education Plan (IEP) database training shall take place prior to the bargaining unit member conducting their first IEP meeting.
2. The work year for psychologists, speech language pathologists, social workers, and nurses shall be one hundred ninety (190) days, of which six (6) days may be worked outside of the work year depending on the needs of the District. By the last contract day of the current school year, these bargaining unit

members shall be required to submit a calendar designating when each of the six (6) days shall be worked, which shall be subject to administrative approval.

- a. School social worker, psychologist, and counselor bargaining unit members shall be authorized to complete any administratively approved crisis response work, including Suicide Risk Assessment (SRA) or Critical Incident Stress Management (CISM), outside of the workday at their hourly per diem rate of pay. A Suicide Risk Assessment (SRA) or Critical Incident Stress Management (CISM) shall only be assigned to bargaining unit members with appropriate training.
 - b. With the assignment of Special Circumstances Instructional Assistance (SCIA) to a district team, support shall be provided for any Psychologist or Ed Specialist bargaining unit members who are members of this team. This support may be release time from class or other responsibilities. If additional support or release time as described above is not possible, members shall be compensated at the curricular rate for an agreed upon number of hours for the completion of any section of the SCIA. By October 1, 2026 and on-going, the District shall provide training to all special education bargaining unit members on the purpose, components, and completion of a SCIA.
3. The work year for all counselors shall be the same as that of all one hundred eighty-four (184) day bargaining unit members, except the Principal shall designate up to eight (8) working days of the counselor's one hundred eighty-four (184) day work year to be served outside of the District adopted instructional calendar. Of those eight (8) work days, up to five (5) days may occur prior to the beginning of the school year (on or after July 1) and up to three (3) days may occur at the end of the school year (on or prior to June 30). On or before the last workday for the bargaining unit, counselors shall be notified by the administration of the days they are needed to work prior to the beginning of the following school year. The Principal shall seek the advice of the counseling staff as to the number of counseling days needed, the number of counselors needed, and the scheduling of those days. Counselors assigned to these alternative workdays shall be given equivalent compensation time (non-work days) which,

with the prior approval of the site administration, may be taken on consecutive workdays.

- a. Counselors shall be required to submit a calendar by August 31st of non-work days accumulated as a result of their summer work-day service to include at least three (3) non-work days to be taken off during the first semester. If a counselor fails to submit a calendar of non-workdays by August 31st, the principal shall assign the counselor up to three (3) non-workdays to be taken off during the first semester based upon the needs of the school site. For the second semester, counselors shall be required to submit a calendar by December 15th for the balance of accumulated non-workdays to be taken off. If the counselor fails to submit a calendar of the remaining non-workdays accumulated the previous summer by December 15th, the principal shall assign the remaining non-workdays based upon the needs of the school site.
 - b. If a counselor wishes to work all one hundred eighty-four (184) work days during the school year, the counselor may request via their immediate supervisor, by August 31st, to be paid for the additional summer work days through an extra work agreement paid at the curriculum rate. These extra work agreements are at the discretion of the District.
4. The work year for the Education Specialists shall be the same as that of all one hundred eighty-four (184) day bargaining unit members, except that the principal shall designate up to six (6) working days of an Educational Specialists' one hundred eighty-four (184) day work year to be served outside of the District-adopted instructional calendar. The purpose of these workdays shall include, but not be limited to, reviewing student schedules to ensure IEP compliance, ensuring general education teacher notification of IEP goals and accommodations, and ensuring that IEP at-a-glance documentation is complete and accurate. On or before the last workday for the bargaining unit, Education Specialists shall be notified of the days they are needed to work at the beginning and/or end of the following school year. The principal shall seek the advice of the Education Specialists as to the number of workdays needed and the scheduling of those days. Education Specialists assigned to these alternative workdays shall be given equivalent compensation time (non-workdays), which, with

the prior approval of the site administration, may be taken on consecutive workdays.

- a. If an Educational Specialist wishes to work all one hundred eighty-four (184) workdays during the school year, the Education Specialist may request via their immediate supervisor, by August 31, to be paid for the additional summer workdays through an extra work agreement paid at the curriculum rate. These extra work agreements are at the discretion of the District.

B. WORKDAY:

1. The length of the workday for all bargaining unit members (excluding SAS) shall be seven (7) hours per day inclusive of a thirty 30-minute duty-free lunch, except as provided below:
 - a. Commencing with the 2016-2017 work year, for the 178 full instructional student days, the length of the workday for all bargaining unit members on a high school schedule shall be seven (7) hours and four (4) minutes, inclusive of a thirty (30) minute duty-free lunch. The length of the workday on collaboration Wednesdays for all bargaining unit members on a middle school schedule shall be seven (7) hours and twenty (20) minutes inclusive of a thirty (30) minute duty-free lunch.
 - b. For Mount Toro High School and El Puente High School, commencing with the 2016-2017 school year, the four (4) additional minutes shall be added to the last period of the day for the 178 full instructional student days.
 - c. To compensate for the additional minutes added to the work day, the Certificated Employee Salary Schedules (712 & ROP) shall be increased by 0.925%.
2. In the event that the District's Supplemental/ Concentration funding is eliminated or significantly reduced, the District shall have the right to eliminate the additional minutes, reduce the Certificated Employee Salary Schedules (7-12 & ROP) by 0.925%, and return to the original seven (7) hour work day at all sites. To exercise this right, the District shall give SVFT notice on or before May 15th and the work day shall revert to a seven (7) hour day for all collaboration Wednesdays the following school year.

- a. Lunch time supervision shall not encroach on the duty-free lunch. A reasonable time for the bargaining unit members to travel to the assigned lunchtime station shall be provided. Each minute of noon duty assignment shall count as 1.5 minutes toward the bargaining unit member's adjunct requirement.
- b. All bargaining unit members, except as otherwise provided, shall be present on site and performing work duties approximately ten (10) minutes before the first period and six (6) minutes after the last assigned period. Bargaining unit members performing extra contract duties may fulfill the approximate sixteen (16) minute requirement before the first assigned class with the approval of the principal. Bargaining unit members required to be at District meetings may be released from either before or after school attendance requirements, or both, to attend such meetings during those time periods. It is understood that this time before or after school may vary slightly from school to school and from year to year depending upon the bell schedule. However, the variance shall be within the defined work day found in Article VII, subsection B that bargaining unit members are required to be on site. The District shall not use this provision to increase classroom instructional time.

The workday requirement shall exclude any time for which extra compensation is received. Assigned work hours shall be spent at the work site unless the bargaining unit member's duties require their presence at an off-work site location.

Unless granted through an Interactive Process or campus closure, at no time shall any bargaining unit member work remotely.

- c. Each full-time classroom teacher shall be assigned one (1) preparation period equal in length to the designated length of one (1) teaching period, except that a preparation period may not be assigned on minimum days or on days where the period schedule is revised for special purposes and eliminates the period which otherwise would have been either the preparation period and/or the conference period. This period shall be used for the development of lesson plans and

other educational activities as related to the improvement of instruction at the bargaining unit member's discretion, except that at the comprehensive high schools and alternative education programs and sites (does not apply to middle school sites), two (2) preparation periods per year may be designated by site administration for meetings, professional development, or other necessary training with a minimum of four (4) weeks prior notice. For schools with a block schedule, one-half (1/2) of a preparation period that falls on a block day counts as one (1) preparation period for the purpose of this paragraph. Bargaining unit members shall remain on campus during preparation/conference period(s), unless authorization is granted in advance by the principal or a predetermined designee. Authorization to leave campus shall not be denied without reasonable justification when the reason for the request falls within the purpose(s) of a preparation period._

- d. Education Specialists shall be assigned an equivalent to one (1) preparation period per day, and one (1) conference period per day equal in length to the designated length of the teaching periods, except that a preparation or conference period may not be assigned on minimum days or on days where the period schedule is revised for special purposes and eliminates the period which otherwise would have been either the preparation period and/or the conference period. Conference periods shall be utilized for tasks necessary to ensure the program's legal compliance with special education laws, as set forth in Appendix J of this agreement.
- e. For the purposes of assignment of a preparation period under subparagraphs c. and d. above, a full-time general education teacher is defined as one who is assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment and class sections that have pupils who are enrolled on a daily basis. A full-time Education Specialist is defined as one who is assigned three (3) or more teaching periods or seventy-five percent (75%) of a full-time assignment.
- f. Education Specialists assigned to grades 7-12 moderate/severe special education classrooms shall be entitled to a daily

preparation period, or equivalent, at schools with a block/alternative schedule, and a conference period each day for the purpose of preparation and conferencing. Education Specialists assigned to the adult transitions program shall be entitled to a daily preparation period and two (2) scheduled days released from the classroom and classroom teaching duties each calendar month to carry out conference period duties found in Appendix J of this Agreement. The scheduling of the conference release days shall be at the discretion of the administration and work shall be performed on-site, dependent on space availability, and/or at student work site locations, unless otherwise approved. Scheduled time off shall be covered by certificated itinerant or certificated substitute bargaining unit members.

- g.** Education Specialists assigned to the therapeutic intervention program shall receive an extra period contract in-lieu of a preparation period.
- i.** In situations where moderate/severe program students in grades 7-12 cannot be mainstreamed in general education classrooms or receive instruction in another format for two periods a day to allow for a conference and a preparation period, the bargaining unit member shall receive an extra period contract in-lieu of a preparation period.
- ii.** All moderate/severe program teachers in grades 7-12 shall be assigned one period when students shall not be assigned to them in the student information system. This period shall serve as the conference period as defined in Appendix J. It is understood that students shall not be assigned to the bargaining unit member during this period, but the period may be used to service students as needed for their specific program or needs of the students.
- iii.** When an alternate school schedule is required due to the transportation schedule or other unique needs of the classroom, the bargaining unit member may work an alternative schedule according to the defined workday found in Article VII, subsection B.

- iv.** If an alternative start or end time to the school day is necessary, the start and end time should be documented in writing and provided to site and district administrations and SVFT.
- h.** Bargaining unit members in general education assignments in grades 7-12 shall generally not be assigned more than two (2) preparations unless the bargaining unit member agrees. Bargaining unit members may be assigned more than two (2) preparations when the needs of the students require offering the class and other appropriately credentialed bargaining unit members are not available.
- i.** Examples may include, but are not limited to, foreign language, music, agriculture, career technical education, and singleton electives.
 - ii.** Bargaining unit members assigned more than two (2) preparations may request a conference with the principal or designee to review the reasons for the assignment. The bargaining unit member may request the presence of a representative from the Federation. Such conferences shall be scheduled insofar as possible not to interfere with the instructional program of the school. All probationary, temporary, and intern bargaining unit members shall be represented in absentia by the Federation whenever non-permanent unit members are assigned more than two (2) preparations. At the conference, the principal or designee and the participants shall review with the bargaining unit member possible solutions which may include, but not be limited to, the following:
 - a.** Reasons for the additional preparation(s)
 - b.** Anticipated duration of the additional preparation(s)
 - c.** Possible bargaining unit member assignments/reassignment to relieve the excess preparation(s)
 - d.** Possible redistribution of classes within the department
 - e.** Constraints prohibiting an immediate remedy to the excess preparation(s)
 - f.** Hiring of bargaining unit members for existing vacancies

- iii. A "preparation" shall be defined as a course with a single or common scope and sequence, curriculum, and assessment. Courses taught in a blended format (eg English 9 and English 9 TR) shall count as a single preparation.
- iv. Any challenge to an assignment of more than two (2) preparations must be received by Assistant Superintendent of Human Resources by the 15th day of instruction following the assignment of a third (3rd) preparation, or more, to the bargaining unit member.
- v. On or before the last work day of each school year, all bargaining unit members shall be informed, in writing, their tentative teaching assignments for the following work year.

C. CO-TEACHING:

The District shall seek volunteers for co-teaching between February 15th and April 30th of the school year prior to the co-teaching year of assignment at each school site. Should there not be enough volunteers, the District shall have the right to assign appropriately credentialed staff to co-teaching assignments to meet the identified needs of the students.

Bargaining unit members who are informed of their assignment to co-teach during the last month of summer break or thereafter, shall be entitled to the work and compensation described in Appendix C of this agreement.

D. ADDITIONAL DUTIES:

1. Bargaining unit members shall be required to perform all or part
of the following duties beyond the regular workday. For those bargaining unit members with assignments in two (2) or more schools, the time needed to travel between the schools shall be deducted from their adjunct duty time and/or the time needed to fulfill the additional responsibilities as follows:

- a. Attendance is required at six (6) regularly scheduled faculty meetings not to exceed seventy-five (75) minutes per meeting, before or after the workday. Bargaining unit members who miss faculty meetings are responsible for reviewing materials and information, and completing any mandated training presented at the faculty meeting. Three (3) faculty meetings may also be scheduled during the District-assigned workdays. Attendance at special faculty meetings can be required to deal with an unscheduled and unavoidable health or safety hazard or other emergency matter which demands the immediate attention/involvement of the staff or to deal with state mandates that cannot reasonably be covered at regularly scheduled faculty meetings. On the first teacher workday of the year and the teacher workday at the end of the first semester, the total meeting time for each day shall not exceed ninety (90) minutes. However, nothing shall preclude the principal and the SVFT building representatives at the site or the SVFT President from mutually agreeing to increase the meeting time on those two days.
- b. Attendance is required at six (6) regularly scheduled District or school department meetings, which shall not be scheduled during the thirty (30) minute duty free lunch. Three (3) department meetings may also be scheduled during the teacher's workdays. Attendance at a reasonable number of special department meetings may also be required in accreditation years.
- c. In the fall, attendance is required at no more than one (1) Back-to-School Night. Back-to-school nights shall be scheduled within the first four (4) full weeks of the school year. In the spring, attendance is required at no more than one (1) Middle School/ROP Open House or one (1) 9th grade Orientation Evening at the High Schools. The bargaining unit members required to attend the ninth-grade orientation shall be given two (2) hours of adjunct duty credit.
- d. Attendance for up to ninety (90) minutes beyond the regular workday at parent conferences (including but not

limited to IEPs, BRCs 504s, SSTs, academic conferences, disciplinary conferences) at the request of a parent, counselor or administrator by appointment with the bargaining unit member at times other than during the required on-site work hours. After sixty (60) minutes, bargaining unit members may excuse themselves from the meeting that day.

- e. Participation on up to two (2) school or District committee (s) may be required during accreditation years.
- f. The length of workday and assignment to duties listed above for bargaining unit members in part-time assignments shall be on a proportionate relationship to the workday and duties for full-time classroom teachers, except that bargaining unit members in part-time assignments shall attend all contractually required faculty meetings, departmental meetings, Back-to-School Night, Open House and participate in parent conferences
- g. A bargaining unit member who is assigned to teach fewer than four (4) classes per day is not entitled to a preparation and/or conference period. Education Specialists and Opportunity teachers shall receive a pro rata preparation and/or conference period in relation to the number of periods taught.
- h. A bargaining unit member who serves students with disabilities and is required by the district or a lawfully served subpoena to participate in any stage of a due process hearing related to an Individual Education Plan or a Section 504 Plan where they are a witness (witness preparation, documentation preparation and review, actual hearing, etc.) outside of their work day or work year shall be compensated at their individual per diem hourly rate for all work completed and time required.

E. ADJUNCT DUTY:

Beginning unit members shall perform up to ten (10) hours of adjunct duty during the contracted school year. Adjunct duty

is defined as the performance of assigned supervision of students beyond the required work day, not covered by District Policy 4153 (Extra Pay for Extra Work). Beginning with the 2020-2021 school year, at all sites, the site principal or their designee shall make and publish the total hours needed that will determine the number of adjunct hours required each year by that site for each bargaining unit member up to 10 hours. Calculations shall be done by adding the number of supervision hours needed for sporting events, social events, and all other school events requiring certificated staff supervision and dividing that number of hours by the number of bargaining unit members at that site. This calculation shall be provided to the Federation upon request no earlier than the first day of school. The total hours needed shall be based on the previous year's total hours needed and increased or decreased due to an increase or a decrease in activities. At no time shall a bargaining unit member be required to serve more than ten (10) hours of adjunct duty in a given school year. The complete details of the total number of hours needed (up to 10 hours) shall be published and made available no later than the 4th week of the fall semester each year. School activities that qualify for adjunct duty include, but are not limited, to the following:

1. Active Club Advisor with active constitution
2. Class Advisor
3. Dance Chaperone
4. School Athletic Events
5. School Field Trips that occur beyond the workday
6. Promotion/graduation and other school related events that occur beyond the workday
7. Beginning or end of lunch for ten (10) minutes credited at one and one half (1.5) minutes for each minute served
8. Before or after school supervision
9. Career Technical Education bargaining members may use attendance at industry advisory committee meetings for up to four (4) hours of adjunct duties each school year.

- a. At the beginning of each school year, a list of adjunct duty events shall be posted in a central location at each school site, accessible to all bargaining unit members. The list will be updated as necessary. It shall be the responsibility of the bargaining unit member to sign up for and complete up to ten (10) hours of adjunct duty.
- b. By the beginning of the 4th quarter of each school year, the site principal or designee shall meet with the SVFT site representative to review completion of adjunct duty requirements and assignments (made by the administration) to adjunct duty for those not on track to complete requirements.

F. WORKDAY: ALL COMPREHENSIVE SITES

- 1. The staff at any comprehensive school may modify its class schedule to provide for a period during the day not to exceed twenty (20) minutes for the purposes of creating an advisory period or a period for Sustained Silent Reading. Such a schedule is subject to the following conditions:
 - a. The schedule shall be in compliance with state law, which requires a minimum number of sixty-four thousand eight hundred (64,800) instructional minutes per year for high school and fifty-four thousand (54,000) instructional minutes per year for middle schools
 - b. No additional preparation or paper grading shall be required of the bargaining unit member. All materials shall be provided by the school; however, the bargaining unit member shall be responsible to preview the material.
 - c. No bargaining unit member shall be expected to act in the role of counselor.
 - d. Such schedules are subject to yearly review and shall be ended should a majority of the bargaining unit members at the school so desire.

- e. Any additional cost of the program shall come from the school's formula funds.
 - f. In schools which add the advisory period to an existing period, bargaining unit members who have a preparation period during the advisory period may be assigned to help supervise large classes, e.g., P.E.
 - g. The length of the teacher workday shall not increase.
2. Full-time bargaining unit members of Alternative Education programs shall not be assigned more than the number of instructional minutes required of regular bargaining unit members, except that the scheduling of such time shall be at the discretion of the District.
3. Bargaining unit members assigned as teachers at the Regional Occupational Program (ROP) Center shall be assigned at least fifty (50) minutes of non-instructional time within their workday that shall serve as their preparation period as defined in subsection F4 below. The regular assignment of R.O.P. bargaining unit members shall be on an equitable basis, insofar as possible and may be composed entirely of student instruction or a combination of student instruction and supervision of students at work training locations.

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- a. Commencing with the 2019-2020 school year, ROP/CTE bargaining unit members assigned as Culinary Arts teachers, who are required to purchase consumable supplies for their courses, shall be compensated at the Certificated curricular hourly rate of pay via a pre-approved Extra Work Agreement for up to twenty-five (25) hours per semester. Mileage shall be reimbursed at the annual IRS rate.

Full-time bargaining unit members who are assigned to R.O.P. and who have a split assignment between the regular program and the R.O.P. program shall be entitled to one (1) preparation period.

4. Half-time teachers with more than two (2) preparations shall teach three (3) classes one (1) semester and have two (2) classes and a preparation period the second semester. Those with less than three (3) preparations shall teach three (3) classes each semester.

The term "*preparation*" means specific class preparation for a particular course or instructional assignment unique to that course or assignment based on differing instructional needs such as different subject areas or disciplines, textbooks, test materials, lectures, study guides or other standards which reasonably suggest that more than two (2) preparations are required for the particular semester.

5. Full time bargaining unit members who are classroom teachers (Including ROP, alternative education teachers, and generally excluding Education Specialists) may voluntarily agree to teach an extra period contract, paid as a stipend compensated at 1/6th of their daily per diem rate, for sections which address increased enrollment or class size issues upon mutual consent between the Assistant Superintendent of Human Resources (or designee) and the Federation President (or designee).
- a. Bargaining unit members who elect to teach an extra period contract shall notify the District no later than April 15 of the previous school year. The District will assign available extra period contracts to bargaining unit members who have indicated their interest by the April 15 deadline prior to seeking out other bargaining unit members who wish to be assigned an extra period contract. The District is not required to reduce a full-time position to part-time to create an extra period contract. The District shall not assign an extra period contract for the next school year for any bargaining unit member prior to the last week of the current school year.
- b. Education Specialists in moderate-severe or therapeutic intervention programs may volunteer to teach an extra period

contract when the administration has determined that the needs of their students require supervision during the preparation period.

- c. Education Specialists and general education bargaining unit member in co-teaching assignments who do not share a common preparation period shall be compensated with the co-teaching stipends per Appendix C.
- d. The pool of bargaining unit members who may elect to accept an extra period contract shall only be:

- i.

- Those who have the appropriate California teaching credential for the course section being added, and

- ii.

- Those who have had a "Proficient" or better overall rating on the bargaining unit member's most recent evaluation, with no areas indicated as "Needs Improvement".

- iii. Probationary bargaining unit members without a clear credential are not eligible for an extra period contract.

- iv. Prior to the assignment of any credit recovery course as an extra period contract during the workday or outside the workday, the site shall post the available sections for three (3) business days and shall select the bargaining unit members based on the following criteria:

- 1. The bargaining unit member with the most experience with the credit recovery program at the site shall have the first right of refusal.
 - 2. If no bargaining unit members have documented experience, the district shall provide training

in the credit recovery program prior to the scheduling of students in the course(s).

3. Tie Breaker: If two (2) or more bargaining unit members are willing to accept an extra period contract but are tied according to the criteria in d.iv.1 or 2, then the tie breaker shall be the most senior bargaining unit member based on date of hire. If they have the same date of hire, a coin toss conducted by the impacted bargaining unit members and supervised by the Federation and the District shall determine the assignment.

v. If a bargaining unit member defined in d.1-3 above is not available, the administration may offer an extra period contract to bargaining unit members with a preliminary credential in the appropriate subject area with mutual agreement between the District and SVFT.

vi. The assignment of an extra period contract shall be based upon the following criteria in order:

1. Professional Learning Community (PLC) Level:

The bargaining unit member, of the site's professional learning community (PLC) group who is responsible for teaching the course section being added and has the most seniority within the District shall have first right of refusal. In situations in which there are multiple PLC groups for the same course, all bargaining unit members of such PLC groups shall be treated as a single PLC for seniority purposes.

2. Department Level:

If no unit members in subsection 5.d.vi.1 above are eligible or willing to accept the extra period contract, the bargaining unit member of the site's department who is responsible for teaching the course section being added and has the most seniority within the District shall have the first right of refusal.

3. Site Level:

If no bargaining unit members in subsection 5.d.vi.2 above are eligible or willing to accept the extra period contract, the bargaining unit member of the work site who has the most seniority within the District shall have the first right of refusal.

4. Tie-Breaker:

If two or more bargaining unit members are willing to accept an extra period contract in subsections 5.d.vi.1-3 above have the same date of hire with the District, a coin-toss conducted by the impacted bargaining unit members and supervised by the Federation and the District shall determine the assignment.

- e. On the tenth (10th) day of instruction of each semester, the District shall provide the Federation with a report that includes all bargaining unit members who are teaching an extra period contract, their status (permanent, probationary, temporary or intern), their number of years of service with the District, their PLC group assignment, and whether the contract is for class size reduction or "other". Any extra period contract assigned after the tenth (10th) day of instruction of each semester shall be formally communicated to the Federation within five (5) business days of Human Resources approval of the extra period contract. Any challenge to an extra period contract must be received by the Assistant Superintendent of Human Resources by the twenty fifth (25th) day of instruction in each semester or fifteen (15) school days after the extra period contract has been formally communicated to SVFT by the District, whichever is later.
- f. Time normally spent by the bargaining unit member for the preparation period will be served on site before or after the regular school day.

6. In order to score and input each District-wide assessment in English Language Arts, English Language Development, Mathematics, Science, and History/Social Science, bargaining unit members shall be given up to two (2) release days per assessment. Training for the scoring, calibration and data analysis of District-wide assessments shall be provided.

Physical education bargaining unit members who administer mandated physical fitness assessments to 7-12 grade students shall be provided one (1) hour at the curricular hourly rate per section per semester to input district-wide and state-mandated test scores.

G. APPLICATION OF ADDITIONAL MINUTES:

1. Wednesday Collaboration at High Schools

- a. In the Salinas Union High School District, collaboration at affected high school sites will happen on twenty-eight (28) Wednesdays for 55 minutes, according to the adopted schedule for each site. Collaboration would not be held on the first Wednesday of the year, during last week of each semester and the Wednesday preceding Spring Break, and during mandated testing weeks.
- b. 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.

2. At the Middle Schools, the additional minutes shall be added to existing collaboration days, making collaboration eighty (80) minutes.

H. PROPOSAL PROCESS:

Notwithstanding any provision of this Article, with the support of the Administration and the Federation, bargaining unit members at a site may deviate from Article VII. to propose a change in the structure of a current instructional schedule in order to further the goals of restructuring such as the establishment or dissolution of a block schedule—~~or~~ increasing/decreasing the number of required

teaching periods. The following steps shall be followed to accomplish this:

1. For any proposal to be voted on by a site, it must first be signed by at least thirty percent (30%) of the Federation bargaining unit members, hereinafter referred to as "unit members," at the site and the site administration.
2. The proposal shall be forwarded to the District Administration and the Federation Executive Board, which shall have up to ten (10) working days to attach a written analysis to the proposal.
3. The written proposal must be distributed to the unit members at the site at least five (5) working days prior to the vote.
4. The written proposal must include the proposal itself and the rationale behind it.
5. Any proposal must also contain a clearly delineated evaluation process, which may include, but it not limited to, the following:
 - a. Attendance/ADA reports.
 - b. Student performance.
 - c. Reduction in tardies.
 - d. Staff morale.
 - e. School climate.
 - f. Dropout rate.
6. Within twenty (20) days following the response time for the Federation Executive Board and the District Administration, a formal vote by secret ballot of the bargaining unit members at the site shall be conducted by SVFT and the site administration. The ballots shall be jointly counted by the site administration and SVFT. A minimum of a sixty-seven percent (67%) affirmative vote is needed for passage.
7. The same proposal shall not be voted upon formally more than two (2) times in any school year.
8. The final proposal must be ratified by the Federation Executive Board and approved by the District Board of Trustees prior to implementation.

9. Any deviation from Article VII. at one (1) or more sites shall not be binding upon other sites.

An example of a base High School and a Middle School schedule can be found in Appendix L.

10. All bell schedules shall be compliant with both current State law(s) and this collective bargaining agreement. Should a site not follow the Proposal Process, enumerated above, in order to comply with both State law(s) and this collective bargaining agreement, the Federation President and the Superintendent or designee shall meet and confer by March 31st each preceding work year to ensure that bell schedule(s) comply with both State law(s) and this collective bargaining agreement.

ARTICLE VIII - UNION MEMBERSHIP, DUES, ACCESS
TO EMPLOYEE INFORMATION AND ONBOARDING

- A.** Each bargaining unit member who joins the Salinas Valley Federation of Teachers (Federation) shall pay such membership fees and dues as provided for in the SVFT's schedule of payments.
- B.** The Federation shall notify the District of the appropriate amounts of dues and any changes thereto in writing Federation members.
- C.** The Federation shall submit all necessary forms and information to the Payroll Department.
- D.** The Federation shall submit all necessary membership forms and information to the Human Resources Department. Each new bargaining unit member employed by the District shall be supplied with a Federation provided packet, including a union membership form. The Human Resources Department shall notify SVFT when the available supply of union membership forms and information runs low.
- E.** The District shall remit the appropriate amount deducted to the Federation every month, with an alphabetical list of employees for whom deduction have been made.
- F.** The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this Article.
- G.** The District shall provide SVFT the following information within thirty (30) calendar days of hire of any new bargaining unit member, or by the first pay period of the month following hire, in a manner consistent with Government Code section 6254.3, subdivision (c) and 6207, in which case the home address, home telephone number, personal cellular telephone number, personal email address, and date of birth shall not be released:
 - 1.** Full name.
 - 2.** Job title.
 - 3.** Department.

4. Work location.

5. Work, home, and personal cell telephone numbers.

6. Personal e-mail address.

7. Home address.

H. The District shall provide the Federation written notice of any new employee orientations at least ten (10) business days prior to the event.

1. For new teacher orientation at the beginning of the school year, representatives of the Federation shall be permitted to make a presentation of up sixty (60) minutes, during the Federation hosted lunch period at one of the orientation days and present materials to any employee participating in such orientation. Unless invited by the Federation, no representative of management shall be present.

2. For new unit members hired after the first day of the work year, within ten (10) days of hire, the District shall provide the Federation via electronic mail the unit member's full name and worksite.

ARTICLE IX - EVALUATION PROCEDURES

- A.** The purpose of evaluation is the improvement of the competence of all bargaining unit members employees and thereby the improvement of the quality of education of all students in the District.
- B.** Evaluation shall be a comprehensive process based upon a District-wide statement of objectives and standards of expected student achievement as expressed within the current vision and mission of the District. The final decision on required standards of expected student achievement as expressed within the current vision and mission of the District shall remain with the Board.
- C.** These procedures shall apply to all bargaining unit members except that in the case of bargaining unit member interns hired pursuant to Section 44830.3. of the Education Code, the evaluation provided for in this Article shall occur at least twice in each of the first (1st) two (2) years of service as a bargaining unit member intern. The Principal shall evaluate each bargaining unit member during the first two (2) years of service or shall appoint another administrator for this purpose.
- D.** Evaluation of bargaining unit members shall be in accordance with the provisions of the Stull Act (Sections 44660 et. seq. of the Education Code).

E. Pre-planning Procedures

Each bargaining unit member shall participate in the setting of objectives and standards of student achievement for each class taught, which may include identifying conditions, if any, for meeting the objectives and standards of student achievement.

1. These standards shall be consistent with District goals and standards.
2. Data to facilitate such evaluation of student achievement may be secured through a number of procedures in addition to pre and post-tests.
3. Student achievement based upon these established standards and objectives shall also be criteria for employee evaluation.

4. All bargaining unit members, except bargaining unit members in their first (1st) year of employment, shall bring a draft copy of the planning guide to their first (1st) meeting with their evaluator. First-year bargaining unit members' planning guide shall be completed mutually during their first meeting with their evaluator.

a. Bargaining unit members shall use only the evaluation document tools relevant to their job descriptions found in Appendix I of this agreement.

F. Evaluation Procedures

Certificated management employees shall have the responsibility for completing written evaluation reports and submitting copies thereof to the bargaining unit members evaluated. Such reports shall be based on at least two (2) formal class observations. The bargaining unit member shall be given the opportunity to sign the evaluation signifying only that the bargaining unit member has read it and not necessarily that the bargaining unit member agrees with it. Certificated management evaluators are responsible for the content of evaluation reports and information obtained from other sources must be clearly identified, documented, corroborated by other sources. Permanent bargaining unit members who have served in the District for at least five (5) years in permanent status and who have received an overall proficient or better rating on their most recent previous evaluation shall have the option to select the certificated management evaluator whom they prefer, according to the following process, and subject to the limitations contained therein:

1. At the beginning of each school year, the names of certificated management evaluators shall be emailed to all bargaining unit members and posted on bargaining unit members' bulletin boards at all schools and other work sites of the District. There shall be at least twenty-four (24) hours notice, informing bargaining unit members where and at what time sign-up for evaluators will take place.
2. The number of evaluatees for which each certificated management evaluator is responsible shall be clearly shown.

3. Permanent bargaining unit members scheduled for evaluation during the year shall have the option of selecting from among the designated certificated management evaluators at the bargaining unit member's work site by signing up for specific managers on a first-come, first-serve basis.
4. This process shall continue until each certificated management evaluator has received the number of identified evaluatees for which the evaluator is scheduled to evaluate, or the sixth (6th) week of school, which ever happens first.
5. In cases where an evaluatee, through this process, must choose an evaluator who the evaluatee believes is not appropriate, the evaluatee may submit a request for a change of evaluator to the site principal, who shall forward the request to the Assistant Superintendent of Human Resources. Any such request shall be made no later than the 8th week of the beginning of the work year for bargaining unit members. Upon receipt of the request the Assistant Superintendent shall grant a change of evaluator to the evaluatee. The alternative evaluator shall be selected at the discretion of the Assistant Superintendent from other evaluators at the site or in the District at large.
6. Evaluation and assessment of bargaining unit members shall involve an additional evaluator when requested by the bargaining unit member within the evaluation cycle.

An individual conference to discuss the summative evaluation shall be held at least sixty (60) days prior to the end of the school year. The bargaining unit member may submit a written response to the evaluation. The bargaining unit member shall have five (5) working days in which to submit the written response, and up to five (5) additional working days with the approval of the Principal or Assistant Superintendent of Human Resources.

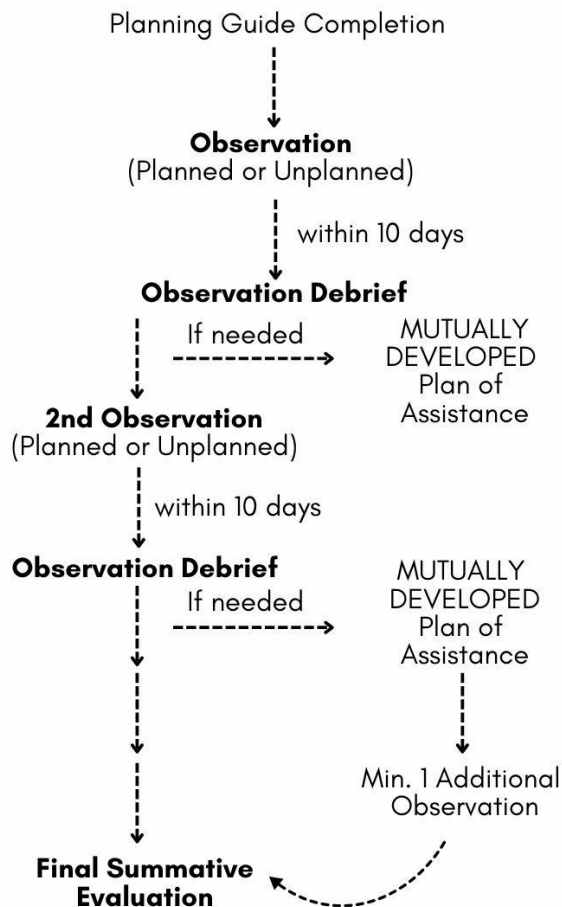
Summative Evaluation report(s) and any written response or any statement regarding the conference shall be filed in the bargaining unit member's personnel folder in the District Human Resources Office. Summative evaluation information contained in bargaining unit member personnel files shall be available only to those persons authorized by law to review such information. If, however, the bargaining unit member feels that the procedures for evaluating have

not been followed, they may file a grievance on that basis, in which case the evaluation shall bear an attached statement on its face that a grievance is being processed. Until that grievance is resolved, the evaluation shall not become a permanent record.

- G. If a bargaining unit member is under a Plan of Assistance, the written observation forms shall include reference to the plan and the progress or lack of progress the bargaining unit member has made on the plan in accordance with the annual evaluation timeline mutually agreed to by SVFT and the district.
- H. Summative evaluations of bargaining unit members shall include the written observations, documentation, and Plan(s) of Assistance, if appropriate that include specific recommendations for any area which needs improvement or is unsatisfactory in performance. Statements included in the summative evaluations shall relate to established criteria as set forth in Sections D. and E. contained herein. Under no circumstances shall the evaluator use any information concerning an event of a derogatory nature of which the bargaining unit member was not informed within twenty (20) working days of verifying the legitimacy of the precipitating event(s). Subsequently, one (1) or more conferences shall be held with the bargaining unit member to assist them in correcting deficiencies previously noted. A record of such conferences, including deficiencies, which have been corrected, shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to them.
 - 1. Any Summative Evaluation with one (1) or more of the evaluation standards, exclusive of locally-bargained Standard Seven (7), rated as "Unsatisfactory" shall be considered an overall rating of "Unsatisfactory" No bargaining unit member shall be given a "Needs Improvement" or "Unsatisfactory" rating for refusing to participate in professional development outside of the professional duty day or contracted work year.
 - 2. A permanent bargaining unit member receiving a Summative Evaluation with an overall rating of "Proficient" or better may, with the approval of the site administrator, participate in the alternative evaluation procedures provided pursuant to paragraphs L or N herein below.

3. Each written formal observation shall include a classroom or appropriate workplace setting, observation documented on the agreed upon observation form, documentation, and recommendation(s), if applicable, for any area which needs improvement.
- a. Each formal-observation shall be followed by a post observation conference at which the bargaining unit member shall receive a copy of the completed formal observation report. If the observation report contains recommendations to improve areas that might result in a rating of unsatisfactory performance or needs improvement, the evaluator shall provide a written Plan of Assistance. The Plan of Assistance shall be jointly developed by the evaluator and evaluatee that shall be witnessed by a Federation representative upon request by the evaluatee. In the event an agreement cannot be reached on the Plan of Assistance after mutual attempt to develop a joint plan, the evaluator shall make the ultimate decision on the Plan. The terms of the post-observation Plan of Assistance shall be reviewed during subsequent observation(s) and implemented at least twenty (20) days prior to the conference to discuss the summative evaluation report. If a third (3rd) follow-up observation takes place after January 31st, the post observation conference may be combined with the summative evaluation conference. The post observation conference shall include a discussion of the observation, and the plan of assistance if applicable.
 - b. Each post-observation conference should be held within ten (10) working days of the observation unless there are extenuating circumstances or there is mutual agreement between the evaluator and the bargaining unit member.
 - c. The bargaining unit member may, until January 31st in the year, request verbally, which shall be confirmed in writing within 24 hours, a follow up observation by the evaluator which shall be granted. A post-observation conference shall also be held. If the performance needs improvement in any area, recommendation(s) shall be developed by the evaluator.
 - d. All summative evaluations that have areas marked as "Needs Improvement" or "Unsatisfactory" shall have been preceded by a Plan of Assistance as described in 3-a of this Article.

SUHSD EVALUATION CYCLE



- I. These evaluation procedures shall be implemented in accordance with calendar prepared annually by the District Human Resources Office. (See appendix D.)
- J. Nothing contained herein shall preclude the right of the District to make additional observations or evaluations during any year and/or implement Plans of Assistance for any bargaining unit member during any year, when documented need exists for such a Plan of Assistance.
- K. The bargaining unit member or a representative the bargaining unit member has designated in writing may review with the Assistant Superintendent of Human Resources or their authorized designee, evaluation materials contained in the District Office personnel file before or after regularly assigned duties. Subsequent to receiving the first (1st) copy of evaluation document free of charge, bargaining unit members may secure additional copies of evaluation documents at the

cost established in the District's policy on citizen access to public information.

- L. Subject to the provisions of Section I. above, permanent employees shall be evaluated every other year, and non-permanent employees shall be evaluated each year. Permanent employees with more than ten (10) years in the District may be evaluated every five (5) years upon the mutual consent of the evaluator and the evaluatee. Either the evaluator or the employee may withdraw consent at any time to the five-year evaluation schedule. For full time permanent R.O.P. bargaining unit members, evaluations shall normally be done every other year. Part-time and probationary R.O.P. bargaining unit members shall be evaluated annually.
- M. Notices of Unsatisfactory Performance pursuant to Education Code section 44938 shall not be given to a permanent certificated employee unless the District has complied with provisions of paragraph G. above.

N. **PEER EVALUATION PROCEDURE**

1. A permanent bargaining unit member with a minimum of ten (10) years of experience in their profession with five (5) of those years as a permanent certificated employee in the District may, with the agreement of another permanent bargaining unit member with a minimum of five (5) years of experience in the District who is also scheduled for evaluation, participate in peer evaluation process subject to the following conditions:
 - a. Each permanent unit member must have had an overall evaluation rating of "Proficient" or better during the last two (2) evaluation cycles.
 - b. At the beginning of the school year in accordance with the agreed evaluation calendar for that year, those permanent bargaining unit members wishing to participate in the peer evaluation process must notify their respective evaluating administrator of their intent. The evaluating administrator shall either approve or deny any request within ten (10) school days.
2. At a pre-evaluation conference held in accordance with the District's evaluation calendar for the year, the peer evaluators and

their evaluating administrator shall meet, discuss, and mutually agree upon the evaluation plan. The evaluation shall be on the forms negotiated by the District and SVFT.

3. Bargaining unit members who choose peer evaluation shall utilize their assigned preparation period to complete observations. In situations where the prep period does not align with their chosen peer's teaching period, release time shall be provided for the completion of the two (2) observations.
4. Nothing above shall be construed to release evaluatee(s) from their normal job responsibilities, the need to adhere to State and District curriculum requirements and the teaching practices outlined in the evaluation standards as described in the standard evaluation form, and the Education Code.
5. The peer evaluators shall present the results of the agreed-upon evaluation plans to their evaluating administrator. At a final evaluation conference with the evaluatees, the evaluating administrator shall review the evaluation process and contents. If the evaluating administrator concurs, the evaluator shall finalize the evaluation process by signing the summary evaluation forms for inclusion in their respective personnel files. In the event that the evaluating administrator disagrees with the process or content, the evaluator shall attach a written statement outlining the reason for the disagreement. The evaluation, with the written attachment, shall be submitted to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources may authorize the administrator to conduct an evaluation the following year.
6. The evaluation plan may be modified by mutual agreement between the peer evaluatees and the evaluating administrator or the peer evaluation process or the peer evaluation process may be terminated at any time by the peer evaluatees or the evaluating administrator. The evaluatees participating in the peer evaluation process may unilaterally elect to return to the regular evaluation process by notifying the Principal, in writing, no later than December 1st of the evaluation year. In the event of a change to the regular evaluation process, both parties shall mutually agree on objectives and an appropriate timeline, which shall supersede the timeline specified in the District evaluation calendar for that year.

7. Except as noted above, all other sections of Article IX shall remain in force for the peer evaluation process.

ARTICLE X - PROFESSIONAL STANDARDS

No bargaining unit member shall be disciplined except for just cause. Discipline imposed shall be proportionate to the proven offense taking into account, where appropriate, the concept of progressive discipline.

- A.** For the purpose of this Article, "discipline" means any suspension without pay for up to fifteen (15) days and/or any derogatory (not directive) writing issued by the District to a bargaining unit member which may serve as a basis for affecting the status of that bargaining unit member's employment. For purposes of this Article, "writings" shall include but not be limited to Notices of Unprofessional Conduct pursuant to Education Code section 44938. Notices of Unprofessional Conduct shall not be grievable under this Article while charges of dismissal based on the facts contained in the Notice are filed against the bargaining unit member, or if the bargaining unit member is terminated or found to have committed the alleged act by a Commission of Professional Competence.
- B.** Alleged violations of this Article shall be processed through the grievance procedure except: (1) that the decision of the arbitrator with respect to any alleged violation(s) of this Article shall be final and binding on the parties; (2) that grievances under this Article to challenge Notices of Unprofessional Conduct shall not be filed until after one hundred twenty (120) calendar days from the expiration of the notice period; (3) that the time limit for filing a grievance to challenge a Notice of Unprofessional Conduct shall not begin to run until after 120 days from the expiration of Notice period; and (4) that all time limits pertaining to a grievance to challenge a Notice of Unprofessional Conduct shall be tolled while charges of suspension or dismissal based upon the facts contained in the Notice are pending against the bargaining unit member.
- C.** The arbitrator shall have the power to rule on all issues of procedural and substantive arbitrability that arise as a result of grievances that allege a violation of this Article.

- D.** This Article shall apply only to permanent certificated bargaining unit members of the District. This Article shall not apply to evaluations pursuant to Article IX or Notices of Unsatisfactory Performance pursuant to Education Code section 44938. However, the arbitrator shall have the authority to determine whether a Notice of Unsatisfactory Performance pursuant to Education Code section 44938 was given as a subterfuge to avoid the provisions of this Article X.
- E.** With the exception of employees from the Information Technology Department, at no time shall surveillance leading to discipline be performed by non-management employees of the District.

ARTICLE XI - WAGES

A. SALARY SCHEDULE:

Effective July 1, of the current fiscal year, the salary schedule shall be that contained in Appendix B. except as otherwise provided for in this Agreement.

1. New bargaining unit members whose contract year commences on or after July 1, 2022 shall be placed on the salary schedule based upon one (1) step for each year the bargaining unit member has worked at least 75% of the available work days. This previous certificated education employment experience up to a total of fifteen (15) years shall be credited towards salary placement when a preliminary or clear credential has been held. Maximum of one step shall be credited for a year of service using an intern permit.
 - a. Provided the verification of at least 75% of the available workdays per work year has been met, the District shall credit new bargaining unit members with the previous private school employment experience that is comparable by job description and duties to any classification listed in Appendix A of this agreement.
2. New bargaining unit members who are contractually required to work 184 work days plus 2 work days in addition to the base year shall be paid for the additional two (2) days at their per diem rate of salary per their final placement on the salary schedule set forth in Appendix B of this agreement.
3. New bargaining unit members may be granted one (1) year of credit on the salary schedule for military service, provided the months of military service number eighteen (18) or more and did not result

in a bad conduct or dishonorable discharge. Credit for the one (1) year of military service may be used as part of fifteen (15) years of credit allowed for teaching experience, but not in addition thereto.

4. Recognition of units earned, degrees awarded, or degree equivalents shall be granted when such units, degrees, or degree equivalents are earned from a college or university accredited by regional or national accrediting agencies recognized by the Secretary of Education of the U.S. Department of Education as reliable authorities concerning the quality of education or training offered by the institution of higher education. Recognition of units earned, degrees awarded, or degree equivalents from colleges or universities outside of the United States may be granted, upon approval, by the Board if such units, degrees, or degree equivalents are earned from an institution which would otherwise meet the standard for regional or national accreditation by accrediting agencies recognized by the Secretary of Education of the U.S. Department of Education, as set forth above.
5. In determining units beyond a given degree for the purpose of placement on the salary schedule, the date of completion of academic requirements for said degree as certified by the issuing institution shall be used. However, the District may grant postgraduate credit for units taken during the last quarter or semester of the baccalaureate program, provided:
 - a. An accredited college grants graduate credit, or
 - b. The Commission for Teacher Credentialing accepts the units as post-graduate (effective July 1, 1966, not retroactive).
6. New bargaining unit members placed on the ROP Salary Schedule who are using industry experience for initial placement shall provide verifiable evidence of experience in a professional capacity and licensure when applicable. For ROP bargaining unit members, their

placement on the 2025-2026 ROP salary schedule shall be based on their individually verified industry experience, and the column they are placed in shall be constant until additional education is approved and obtained. Advancement on the ROP salary schedule placement shall be in accordance with subsection 7 below.

7. Units earned for consideration of advanced placement on the salary schedule shall fall within: 1. the major or minor teaching field of the bargaining unit members, or; 2. the bargaining unit members current teaching area, or; 3. a new teaching major or minor approved by the Assistant Superintendent of Human Resources, or; 4. classes which apply directly to the educational climate in the bargaining unit member's classroom. All units earned for consideration of advanced placement on the salary schedule shall have the approval of the Assistant Superintendent of Human Resources. Bargaining unit members should acquire prior approval to avoid possible disapproval of credits for advance placement. Requests for approval after completion of units earned shall not be considered after October 1st for salary schedule placement for each school year. A second deadline of February 1st shall be used for salary updates based on completion of units and/or completion of assessments shall be adjusted on the salary schedule, retroactive to January 1st for the second semester of each work year. Transcripts or other evidence acceptable to the District verifying units earned must be filed in the Human Resources Office no later than October 1st or February 1st per the deadlines described above.
8. No salary payments to new bargaining unit members will be made until the official transcripts of record and verifications of teaching experience are filed in the Human Resources Office.
9. All bargaining unit members with an earned doctorate shall receive an additional two and fifty-four/one-hundredths percent (2.54%) of base pay.
10. No change in salary status shall be made by reason of change in salary classification unless such notice of intention to be considered for salary classification change has been filed in the Human Resources Office by May 15 of the previous school year.

11. The vertical placement of continuing bargaining unit members on the salary schedule shall be limited to advancing one (1) step each year regardless of the number of years accrued at the previous step, except as provided below.
- a. Bargaining unit members shall receive an annual salary increment (vertical placement) as provided by the salary schedule (See Appendix B) provided they have not been placed on a Plan of Assistance as authorized by Article IX., Sections G. and I., for not less than sixty (60) school days and have failed to make substantial improvement in each of the specified areas of deficiency as determined by the evaluator or their successor. The determination to withhold the salary increment shall be made no later than June 1 of the school year and shall be effective as to the salary increment otherwise available to the bargaining unit member in the successive school year.
 - b. The bargaining unit member may appeal the withholding of the salary increment to a three (3)-person panel within five (5) working days of the receipt by the bargaining unit member of the evaluator's determination. The panel shall have up to ten (10) work days to review the determination. After reaching a decision, the panel shall make a recommendation for approval or rejection of that determination to the Board no later than its next regularly scheduled meeting. After receiving the recommendation from the panel, the Board shall make a final decision within twenty (20) calendar days.
 - c. The three (3) person panel shall be composed of an bargaining unit member selected by the District, an bargaining unit member selected by the Federation in consultation with the affected employee concerned, and a "neutral" person agreed upon by the Federation and the District from a list of persons previously selected by the District and the Federation for this purpose. The panel's written recommendations to approve or reject the evaluator's determination shall be advisory and submitted verbally to the Board by the "neutral" member of the panel. The Board shall hear the matter in closed session unless the bargaining unit member requests an open session.
 - d. Where a bargaining unit member has had a salary increment withheld and is subsequently removed from the Plan of

Assistance, the bargaining unit member shall receive the salary and increment for which the employee is otherwise eligible had they not been placed on the Plan of Assistance. No retroactive payment of the lost increment shall be made, however.

12. Longevity increment steps on the salary schedule shall be awarded to bargaining unit members at the sixteenth (16th), nineteenth (19th), twenty-second (22nd), twenty-fifth (25th), twenty-eighth (28th), and thirty-first (31st) year of service credit in the District. The amount of the longevity increment will be increased by the salary adjustment applied to the total salary schedule each year.

13. New bargaining unit members hired by the District must obtain an English Learner Authorization or equivalent certification prior to advancing beyond their Probationary II salary placement. In the event that a bargaining unit member fails to obtain such certification by June 30th of their second probationary year, the bargaining unit member will not advance to the next step of the salary schedule until evidence of completion of such requirements has been presented to the District. Permanent bargaining unit members in their third (3rd) year of service in the District who supply the District with evidence of completion before February 1st of their third (3rd) year of service may advance to the next step retroactive to July 1st of that year.

B. Extra-Duty Compensation:

Except as otherwise provided for in this Agreement, bargaining unit members employed in extra-pay activities listed in Appendix C. shall be compensated in accordance with the schedule set forth in Appendix C. The following is in reference to specific work task(s) completed and compensated as extra work agreements that are authorized for the same work task(s) between years be paid extra work agreements. Perennial work task(s) that reoccur between work years shall be negotiated as stipends to be included in Appendix C of this agreement. Annually, by April 1st in the preceding work year, site administration shall advertise the available stipends.

C. Miscellaneous Compensation:

The District shall pay for any damage to personal property suffered by the bargaining unit member in the performance of their duty according to Appendix H.

D. Mileage Reimbursement:

Bargaining unit members required by the District to travel between schools as part of their regular assignment or use their automobile in the performance of their regularly assigned duties within the District shall receive a mileage allowance in accordance with the Internal Revenue Service rate.

E. Payroll Errors:

1. Whenever it is determined that an error of an underpayment or nonpayment has been made by the District in the payment of any bargaining unit member's salary and/or supplemental compensation, the District shall, within thirty (30) calendar days following such determination, provide the bargaining unit member with a statement of correction and a payment to correct the error, subject to the applicable statute of limitations.
2. Whenever it is determined that an error of an overpayment has been made by the District in the payment of any bargaining unit member's salary and/or supplemental compensation, the District, within thirty (30) calendar days, shall negotiate with SVFT and the impacted bargaining unit member a reasonable re-payment schedule that shall be mutually agreeable to the parties, subject to the applicable statute of limitations. The thirty (30) calendar day period shall commence upon notification by the District to the bargaining unit member via Certified U.S. Mail, or personal delivery. If an agreement is not reached during the thirty (30) calendar day period, the collection shall proceed according to Education Code section 44042.5.

MEMORANDUM OF UNDERSTANDING
between
SALINAS UNION HIGH SCHOOL DISTRICT
and
SALINAS VALLEY FEDERATION OF TEACHERS

ARTICLE XI WAGES AMENDMENT

This Memorandum of Understanding (MOU) is entered by and between the Salinas Union High School District (District) and Salinas Valley Federation of Teachers (SVFT) regarding the effective date for the adjustment of salary placement based on completed units or credentialing assessment results; and whereas, Article XI.A.9 states, "Requests for approval after completion of units earned shall not be considered after October 1 for salary schedule placement for each school year. Transcripts or other evidence acceptable to the District verifying units earned must be filed in the Human Resources Office no later than October 1 of each school year."; and whereas, the dates of assessments and the delivery of official transcripts often do not fall before October 1st of any given work year; therefore, the District and SVFT agree to the following terms:

1. The terms of XI.A.9 referenced above shall remain in effect, and salary will be updated retroactive to July 1st of each work year.
2. A second deadline of February 1st shall be used for salary updates based on completion of units and or completion of assessments shall be adjusted on the salary schedule, retroactive to January 1st for the second semester of each work year.
3. All other terms of the SVFT-SUHSD contract shall remain in effect.
4. Terms of this MOU shall not sunset and be included into the next tentative agreement and ratification of the collective bargaining agreement between the parties.

ARTICLE XII - HEALTH AND WELFARE BENEFITS

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- A.** Except as otherwise provided in this Agreement, effective July 1, 2018, the District shall increase its maximum contribution for health benefits (medical, dental and paid prescription benefits) for bargaining unit members in the 7-12 program by the following amounts:

	<u>Total Maximum</u>
Employee only:	\$ 932.16
Employee + one:	\$1,228.16
Family:	\$1,630.16

Effective July 1, 2018, the District shall increase its contribution for health and welfare benefits for bargaining members in the Adult Education program by the following amounts:

	<u>Total Maximum</u>
Employee only:	\$ 881.90
Employee + one:	\$1,177.90
Family:	\$1,579.90

An increase in employer health and welfare benefit contributions (CAP) above these amounts shall be subject to negotiations.

- B.** For the purposes of this Article, a full-time employee is one assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment, with the exception of Special Education teachers (Resource Specialist or Special Day Class Teacher), a full-time assignment is defined as one who is assigned three (3) or more teaching periods or seventy-five percent (75%) of a full-time assignment for Special Education teachers.
- C.** The District shall pay a pro rata share of health and dental premiums stated herein for part-time certificated employees who elect to participate in such a program.
- D.** Medical/Dental benefits shall be provided by MCSIG.

- E.** A twenty-five thousand-dollar (\$25,000) term life insurance policy will be provided each employee when such policy is offered by MCSIG.
- F.** The District will administer the P.P.D. TB test twice a year. For those employees who have a positive reaction, or for other valid medical reasons, the District will reimburse the employee for the amount charged by the County for an X-ray unless the employee is reimbursed by insurance.
- G.** Effective October 1, 2017, all bargaining unit members shall have the option to opt-out of medical coverage through MCSIG. However, bargaining unit members shall be allowed to enroll in dental, vision, EAP and life insurance coverage, even if opting out of medical. Employees shall be required to provide proof of viable proof of medical coverage, as defined by the Affordable Care Act.

ARTICLE XIII - HEALTH AND OTHER BENEFITS FOR RETIREES

- A.** The District, following M.C.S.I.G. guidelines for reinsurers, shall contribute the total (full amount) cap for single party coverage, minus Life Insurance, for retirees age fifty-five (55) through fifty-seven (57). Retirees are eligible for Dental and/or Vision at their expense.

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Upon reaching age fifty-eight (58), the employee who has retired at age fifty-five (55) through fifty-seven (57) shall be entitled to insure the retiree and the retiree's spouse at District expense up to the cap until the retired employee reaches age sixty-five (65) or dies, whichever occurs first. Upon reaching age fifty-eight (58), the District shall pay the CAP minus Life Insurance amount for single party coverage or for employee plus spouse. Retirees and their spouse are eligible for Dental and/or Vision coverage at their own expense.

	Medical	Dental	Vision	Life
55-57	only single covered by District	optional at retiree's expense	optional at retiree's expense	No
58-65	single plus one covered by District	optional at retiree's expense	optional at retiree's expense	No

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- B.** 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 S.T.R.S. or P.E.R.S. An employee's service shall be considered as "continuous" notwithstanding a break in service due to layoff if such employee is reemployed during the period of his/her rights to reemployment. A year spent on layoff shall be counted as part of the fifteen (15) years required if the employee works for the District seventy-five percent (75%) of the time during that year.

- C. The District shall pay the medical premium cap applicable to current employees until the retiree reaches sixty-five (65) years of age or until the retiree dies, whichever occurs sooner.
- D. 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 be made except that the District's contribution shall not exceed that provided for in Section A. of this Article.

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ARTICLE XIV - REDUCED WORKLOAD PROGRAM

A. Definition:

Part-time employment is defined as follows:

1. A one-half (1/2) time assignment on a daily basis for the number of days which would be required of the employee in a full-time position, wherein the employee is assigned three (3) teaching periods during the fall semester and is assigned two (2) teaching periods and one (1) preparation period during the spring semester; or
2. A full-time teaching assignment for one-half (1/2) year (one (1) semester).
3. A 0.583 FTE assignment on a daily basis for the number of days which would be required of the employee in a full-time position, wherein the employee is assigned three (3) teaching periods during the fall semester and is assigned three (3) teaching periods and one (1) preparation period during the spring semester.

B. Eligibility:

To be eligible to enter into a contract for part-time employment, the employee shall meet the following requirements:

1. The employee shall be at least age fifty-five (55) prior to the July 1 preceding his/her participation in the Part-time Employment Program.
2. The employee shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment in the District.

C. Benefits:

Subject to the approval of the Board, the part-time employment option as described herein shall be contractual at the option of the employee

and shall require that the employee pay the full rate of retirement contributions to the S.T.R.S., and that the employer pay its full share of the retirement contributions to the S.T.R.S. Each year of part-time employment as described herein, coupled with the payment of retirement contributions as defined, will entitle the employee to one (1) full year's credit toward retirement as defined by the S.T.R.S. Such option is subject to the following conditions:

D. Conditions:

1. The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee. The part time schedule shall be one of the three options specified in Part A above, and shall be mutually agreed to by the District and the employee.
2. The employee shall be paid a salary which is the pro-rata share of the salary they would be earning had they not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which s/he makes the payments that would be required if s/he remained in full-time employment.
3. The employee shall receive health and welfare benefits in the same manner as a full-time employee.
4. This option is limited to those employees who are otherwise eligible who are not older than sixty-five (65) years of age and is limited to a period of five (5) years.
5. Eligible employees who exercise this option of part-time employment and who complete five (5) years of such employment prior to reaching age sixty-five (65), have the following options:
 - a. Return to full-time employment only with the mutual consent of the employer and employee.
 - b. Continue part-time employment with no continuing provision for accruing full-time service retirement credit and with a reduction to a pro rata District contribution of health and welfare benefits.

c. Retire and participate in the District's Early Retirement Program by entering the program at that point on the incentive schedule as determined by his/her age.

d. Retire.

6. Enrollment in this Part-time Employment Program does not preclude the employee's option of retirement at any time if s/he is otherwise eligible and his/her voluntary participation in the District's Early Retirement Program.

E. Application:

An eligible employee interested in making application for part-time employment shall complete the following steps:

1. Notify his/her immediate administrative supervisor of his/her intent to exercise the option of part-time employment. Such notification should be prior to March 15 in the year preceding the first year of part-time employment.
2. Submit a written request to the Human Resources Office.
3. Upon approval by the Board, execute a written contract with the District governing such part-time employment.

ARTICLE XV - SAFETY CONDITIONS OF EMPLOYMENT

- A.** The District shall provide safe working conditions in accordance with Federal and State requirements. All alleged violations of safe work conditions shall be reported to the bargaining unit member's site administrator or the District Safety Officer.
- B.** The District shall post rules for safety and the prevention of accidents.
- C.** If an unsafe condition has not been resolved by the District within a reasonable period of time, the bargaining unit member may submit the alleged violation to the appropriate administrative agency, and shall not process a grievance.
- D.** Incidents involving assault and battery or attempted assault and battery by a student on staff shall be handled according to Appendix G., but not processed as a grievance. When the site administrator or designees become aware of a student's history of unprovoked attack on students or staff and/or incidents of assault and battery on staff, and they reasonably believe that staff safety is in jeopardy, they shall provide essential information to the appropriate staff.

When an administrator becomes aware of a threat against a bargaining unit member, they shall take the threat seriously and immediately evaluate it for further action. The administrator shall conduct an investigation of the threat, in accordance with District established procedures, and inform the bargaining unit member of the results of the investigation and any action taken. If the administrator deems that the threat poses a risk to the safety of a bargaining unit member, they shall notify the bargaining unit member and the District Office. A plan shall be developed to protect the safety of the bargaining unit member. If the bargaining unit member is not satisfied with the determination at the site level, they may appeal to the administrator responsible for pupil personnel services at the District office for assistance in the matter.

The substance of disciplinary action taken by the District against students/persons committing assault/battery shall not be the subject of a grievance.

With respect to assault and battery in regard to a bargaining unit member, nothing contained herein shall preclude the rights of bargaining unit members to exercise their lawful rights per Section 48901 of the Education Code.

- E.** The District shall provide a legal defense for a bargaining unit member in any litigation brought against a bargaining unit member while acting within the scope of their employment, as provided by the Government Code and applicable insurance policy provisions.

Information in the possession of District pertinent to the litigation shall be readily available without cost to the bargaining unit member unless contrary to law.

F. Facilities

The District shall:

1. Ensure appropriate ventilation in all working areas aligned with standards adopted by state/county health officials.
2. Maintain existing heating and cooling systems in all enclosed, designated working areas. Install heating and cooling in all new construction projects that are designated as instructional spaces and environmentally friendly projects pursuant to California Code of Regulations, Title 8, section 3396 to cool and heat current instructional facilities where none exist.
3. Ensure that all science classrooms include:
 - a. A minimum of one (1) sink with plumbing and running water.
 - b. Access to a sterilization system for safety goggles.
4. In accordance with the standards of California Education Code, Section 17583, ensure all classrooms, offices, and common areas that students and staff may occupy during the school day have installed working Safety Locks.
5. Maintain a secure perimeter around all school sites that controls access to a single point of public entry during instructional time.

6. Site Safety Teams shall work collaboratively to establish, maintain, and periodically revise a plan for emergency communication that does not rely on Bargaining Unit Members' personal cell phones when site or District communications are inoperable.

G. The Federation shall have the right to appoint three (3) of its members to the District Safety Committee. Bargaining unit members attending meetings of the District Safety Committee shall be released from work day responsibilities for the duration of, and commute time to and from, each District Safety Committee meeting.

H. Prior to the end of the first week of instruction, SVFT and the District

shall meet to determine whether training on District established student

behavior expectations and discipline procedures is necessary and, if so, the timeline for such training.

I.

Bargaining unit members shall be notified regarding students in their class or on their caseload that have been suspended or expelled for engaging in acts described in any of the subdivisions of Ed Code 48900 (except subsection h).

J. Workplace Violence Prevention Plan (WVPP)

1. The District shall maintain a WVPP complaint with SB 553.

ARTICLE XVI - IN-LIEU/COMPENSATION FOR SUBSTITUTE SERVICE

- A. "In-Lieu" is defined as the performance of substitute service by a bargaining unit member during their assigned preparation period. A "conference period" does not qualify as a "preparation period". Accordingly, education specialist bargaining unit members who also receive conference periods may not perform or receive in-lieu during conference periods, except as indicated in Paragraph I.
- B. Credit for in-lieu service shall be granted on a period for period basis. Under normal circumstances, bargaining unit members may perform and earn only one (1) period/block of substitute in-lieu credit per school day. For the purposes of this article, "instructional bargaining unit member" means bargaining unit members who are serving as classroom teachers.
1. At sites where there exists an intervention period, Sustained Silent Reading (SSR) period, or Advisory period, when a bargaining unit member serves an in-lieu to cover the Intervention/SSR/Advisory period, the additional time created by the Intervention/SSR/Advisory minutes preceding or following an instructional period shall be counted as additional in-lieu time equal to the total minutes served covering the Intervention/SSR/Advisory period rounded up to the nearest quarter hour.
- C. In-lieu shall be compensated with either scheduled time off or cashed out at the end of the calendar year. This option shall be decided each December and shall be effective for all in-lieu earned in the subsequent calendar year. New bargaining unit members shall make this election at the time they are hired. The bargaining unit member who has earned in-lieu credit may accrue in-lieu time up to sixty (60) hours during a calendar year at the rate of sixty-five (\$65.00) dollars per hour and shall be applied to Appendix N of this agreement for the

purposes of future salary formula increases only. Bargaining unit members who have already earned fifteen (15) hours (both instructional and non-instructional bargaining unit members) of in-lieu credit for the calendar year shall have the ability to volunteer in accepting additional hours beyond fifteen (15).

1. All in-lieu time earned by a bargaining unit member who selected to "cash out" shall be paid on the December supplemental pay warrant at the rate specified in XVI.C. These bargaining unit members shall not be eligible for time off as the bargaining unit member selected "cash out."
2. Bargaining Unit members selecting to take in-lieu as time off shall take the time off during the calendar year or may carry over to the following calendar year up to thirty (30) hours of accrued in-lieu time. Any accrued in-lieu time that is not taken as time off and not eligible for carry over shall be cashed out on the December supplemental pay warrant at the rate specified in XVI.C.
3. Upon termination of employment for any reason, including retirement, any remaining in-lieu shall be monetarily compensated at the rate specified in XVI.C applicable at the time of termination.

D. In-lieu substitute service by unit bargaining unit members shall first be solicited from amongst available instructional bargaining unit members on a voluntary basis within the worksite. By May 15 the site administrator, or their designee, shall send all bargaining unit members a digital survey so they may indicate whether they wish to be on the volunteer list for substituting in the following year. The principal or designee shall use the volunteer list first when assigning substitute service. If no volunteers from within the department are willing or available from the volunteer list, the Principal or designee shall then solicit from the entire volunteer list. If no volunteers are willing or available from the volunteer list, the Principal or designee shall then request volunteers from available instructional staff on a rotating basis so that no individual in the rotation is consistently called upon first and the burden of proof shall fall on the District. In the event that no volunteer can be obtained to substitute, any certificated bargaining unit member under fifteen (15) hours of accrued in-lieu time shall be assigned. Such involuntary assignments shall be on an occasional basis.

1. On or before the first Friday of instruction during each work year, the District shall submit the sites' lists of in-lieu volunteers to the Federation.
 2. The District shall provide bargaining unit members access to an Employee Portal System that shows an accounting for all in-lieus acquired and used through the last payroll period.
- E.** Non-instructional certificated staff bargaining unit members such as counselors, librarians, work-experience specialists, teachers on special assignment, and ROP coordinators may earn in-lieu time or be entitled to compensation when their services are required to substitute for classroom teachers subject to paragraph D and under the following criteria and limitations.
1. The non-instructional bargaining unit member must hold a valid teaching credential.
 2. Schools shall exhaust all other possible sources for covering the class prior to requesting a non-instructional bargaining unit member to take an assignment.
 3. The non-instructional bargaining unit member who performs a substitute assignment will make arrangements with the Principal to make up that hour either after or before the regular work day or during their duty-free lunch period. As another alternative, the non-instructional bargaining unit members may review with the Principal or site administrator an hour equivalent work to be completed at home.
 4. Use of this time shall be subject to all current requirements of this Article.
 5. In-lieu assigned or earned substituting for a classroom bargaining unit member shall be limited to fifteen (15) hours per person per school year.
- F.** Accumulated in-lieu compensatory time may be transferred by employee(s) to the district catastrophic leave bank as described in Article IV, subsection C.

- G.** In order to minimize the impact of bargaining unit members using in-lieu for time off, the following rules shall apply:
1. Bargaining unit members may use unlimited in-lieu for absences during their preparation period.
 2. Bargaining unit members may use in-lieu for a partial day absence no more than eight (8) per year unless permission is obtained from the Principal to exceed this limit.
 3. Bargaining unit members may not use more than a total of ten (10) days of in-lieu per semester to take time off.
 4. No in-lieu time may be taken during the first and last work weeks of the year the first work week of second semester, and state mandated testing, minimum days with the exception of the last day before winter break (when calendared), and the last two (2) weeks of employment unless a resignation/retirement is for reasons beyond the bargaining unit member's control.
 5. Bargaining unit members must fill out an in-lieu request form, and report the absence through the district-adopted absence management system. If more than the maximum wish to take in-lieu on a given day, the right to take in-lieu shall be granted on a first-come, first-served basis. If the bargaining unit member uses the in-lieu for a preparation period, the bargaining unit member is only required to verbally inform the site administration or designee 24 hours in advance and fill out an in-lieu request form. The Principal may deny the use of in-lieu for a preparation period if twenty percent (20%) or more of the instructional bargaining unit members are absent from work on that day.
- H.** The serving of an in-lieu substituting assignment and the use of in-lieu credit does not absolve bargaining unit members of their professional obligations as defined elsewhere in this Agreement.
- I.** Education Specialist bargaining unit members may volunteer to in-lieu during their designated conference period if they do not have parent meetings scheduled during the period at issue, but cannot perform in-lieu services during their preparation and conference period on the

same day. Education Specialists shall not be involuntarily assigned to complete an in-lieu during their designated conference period.

- J.** Education Specialist bargaining unit members in the Moderate to Severe Program may request to perform in-lieu service during preparation periods, subject to administrator approval, when a student in the moderate to severe program is deemed to be unable to participate in a push-out regular education class during the Education Specialist bargaining unit member's preparation period.

ARTICLE XVII - MENTOR TEACHER PROGRAM

In historical folder

ARTICLE XVIII - INDIVIDUAL PROGRAMS FOR PROFESSIONAL GROWTH
(I.P.P.G.)

- A.** Any unit member receiving his/her first clear multiple or single subject teaching credential after September 1985, must do the following, as a minimum requirement, in order to maintain the validity of the credential(s):
1. Successful service as a classroom teacher or successful service authorized by a services credential.
 2. Complete an "*Individual Program of Professional Growth*" as prescribed in this section or as amended by the Commission on Teacher Credentialing.
- B.** Successful service as used above shall mean completion of a minimum length of service equivalent to one-half (1/2) of a school year.
- C.** An I.P.P.G. shall consist of the participation in a minimum of one hundred and fifty (150) clock hours of activities which contribute to competence, performance, or effectiveness in the teaching profession.
- D.** One hundred and fifty (150) clock hours shall be performed from at least three (3) activities listed below. One hundred (100) clock hours shall be from activities one through six (1-6). Fifty (50) clock hours shall be from activities seven through thirteen (7-13).
1. Courses offered by accredited colleges and universities, with one (1) unit being equal to eighteen (18) hours.
 2. Conferences or workshops (excluding travel time).
 3. Teacher center or staff development programs.
 4. Curriculum development.
 5. Systematic programs of observation and analysis of teaching.
 6. Research and innovative projects.
 7. Service as a Mentor Teacher.
 8. Service in a leadership role in an educational institution or professional organization.
 9. Professional exchange program.
 10. Alternative work experience.

11. Independent study.
 12. Creative endeavors.
 13. Cultural experiences.
-
- E. The unit member may select either a Mentor Teacher or the member's immediate supervisor to act as an advisor. However, the Mentor Teacher is under no obligation to act as an advisor.
 - F. Prior to the commencement or amendment of an I.P.P.G., the unit member shall have the program certified by the advisor for compliance with the applicable Education Code and Title Five (5) regulations.
 - G. The Form for Professional Growth shall be signed by the member's advisor
and submitted through the Assistant Superintendent of Human Resources.
 - H. Verification by the advisor shall be independent of any evaluation of the performance of the holder of a clear teaching credential that is conducted for the purpose of determining the credential holder's employment status.
 - I. The arbitrary refusal of the advisor to verify completion of an I.P.P.G. related to this Article or any other adverse action related to the maintenance of a valid teaching credential may be appealed to the Commission on Teacher Credentialing by the holder according to Section 44278. of the Education Code.

ARTICLE XIX - YEAR-ROUND SCHOOLS

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ARTICLE XX - SEVERABILITY

— If any provision of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then such provision or application shall be deemed invalid only to the extent required by such court decision. All other provisions or applications shall continue in full force and effect. Consultation and/or negotiations may be initiated at the request of either party to attempt to resolve the effects of the severability. Except as otherwise provided within this Agreement, nothing contained in this Article shall cause or be implied to cause a reopening of negotiations on any matter contained within this Agreement other than that portion deemed invalid as described in this Article.

ARTICLE XXI - COMPLETION OF AGREEMENT AND REOPENER

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Except as otherwise provided in this Agreement, during the term of this Agreement, the Federation and the District expressly waive and relinquish the right and obligation to meet and negotiate on any matter except by mutual written agreement.

ARTICLE XXII - EMERGENCY PROVISIONS

In the event of an emergency, the District shall have the right to suspend that portion(s) of this Agreement related to the emergency and its effects for the period of time necessary to correct the effects of the emergency. The District and the Federation shall meet to determine the effects of the emergency. An emergency shall exist when determined by the Board, and such determination shall not be subject to the grievance procedure. Nothing contained herein shall preclude the right of the Federation to seek judicial relief on a claim that the declaration of an emergency by the Board was arbitrary, capricious or unreasonable.

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.

—
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:

-
- 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.

ARTICLE XXIV - SUMMER SCHOOL

- A.** Summer school bargaining unit members who are regular District employees may utilize one (1) day of previously accrued sick leave for summer school if needed and shall be paid at their summer school rate for that day. Bargaining unit members utilizing this leave will be responsible for completing lesson plans for the classes missed. Summer school bargaining unit members attending mandatory conferences shall be paid at their summer school rate for the school days they are attending the conference.
- B.** Prior to March 30, the District shall publish the summer school calendar with the advice and input of the SVFT President.
- C.** Summer school assignments shall be voluntary. Bargaining unit members who are interested in teaching summer school or intersession shall submit an application within the SVFT-SUHSD mutually agreed to timeline.
- D.** Preference in hiring summer school bargaining unit members shall be given to bargaining unit members in the following order:
 - 1.** First priority: Permanent and probationary bargaining unit members with "proficient" or better evaluations with the most District seniority within the department that the course(s) or service(s) were offered the previous school year and whose regular school year assignment is at that site and who are fully credentialed in the subject area of the course being taught.
 - 2.** Second priority: Temporary bargaining unit members with "proficient" or better evaluations with the most District seniority within the department that the course(s) or service(s) were offered the previous school year and whose regular school year assignment is at that site and who are fully credentialed in the subject area of the course being taught.
 - 3.** Third priority: Permanent and probationary bargaining unit members from other school sites with "proficient" or better with the most District seniority within the department that the course(s) or

service(s) were offered the previous school year and who are fully credentialed in the subject areas of the course being taught.

4. Fourth priority: Bargaining unit members from other school sites with "proficient" or "distinguished" evaluations and who are fully credentialed in the subject area of the course being taught.
 5. Fifth priority: Bargaining unit members from outside the school district who are fully credentialed in the subject area of the course being taught.
 6. Sixth priority: Bargaining unit members who hold credentials valid for teaching summer school.
 7. Seventh priority: Notwithstanding the above, first priority for the Summer Bridge Programs shall be given to bargaining unit members with "proficient" or better evaluations assigned to the site where the Summer Bridge Program is taught.
- E.** High School summer school bargaining unit members shall be compensated for five (5) hours of daily classroom instruction time and one (1) hour of preparation time each day, for a total of six (6) hours per day. A thirty (30) minute duty-free lunch shall be built into the schedule. The total number of classroom instruction hours shall total 120 hours. The District may schedule one or more staff development days prior to the beginning of summer school for which summer school teachers shall be compensated at their hourly rate. The District shall pay each teacher the hourly rate for one day of classroom preparation prior to the beginning of the session.
1. The District may opt to implement an alternative four (4) day summer school week.
 - a. School sites shall designate a date during the week prior to the start of summer as a workday for the preparation for summer school, and the workday shall be seven (7) hours. Within the seven (7) hour workday, one (1) hour may be used for staff meeting with the summer school administration and summer school staff.
 - b. Classes shall be held for twenty (20) days to include one hundred twenty-five (125) hours of instruction per summer

with a thirty (30) minute duty-free lunch built into the schedule. In order to ensure twenty (20) full days of instruction, one (1) or more weeks may need to be Monday through Friday. June 19th and July 4th shall be designated as holidays.

- c. Summer school bargaining unit members shall be compensated for six and one quarter (6.25) hours of daily instruction and one (1) hour of daily preparation time each day for a total of seven and one quarter (7.25) hours of compensation per day.
- d. The total number of classroom instructional hours shall total one hundred twenty-five (125) hours.
- e. The maximum potential total compensation hours for summer school on this schedule may be up to one hundred fifty-two (152) hours.

F. Specialized programs and middle school summer school bargaining unit members and middle school intersession bargaining union members shall be compensated at the hourly rate for each hour the district schedules, plus thirty (30) minutes for preparation for each instructional day if the instructional day is at least four (4) hours, for these programs. The District may schedule one (1) or more staff development days prior to the beginning of summer school, for which summer school teachers shall be compensated at their summer school hourly rate. School sites shall designate a date during the week prior to the start of summer as a workday for the preparation for summer school, and the workday shall be seven (7) hours. Within the seven (7) hour workday, one (1) hour may be used for a staff meeting with the summer school administration and summer school staff.

The District and the Federation at any time may negotiate an alternate schedule of compensation, calendars, and/or workdays.

G. The District may choose to staff a Social Worker and/or an Intervention Specialist for any summer program. Compensation shall be at the hourly rate for up to one-hundred and fifty-two (152) hours. The District may choose to staff a Counselor for any summer program. Compensation shall be at the hourly rate for up to one-hundred and fifty-two (152) hours.

- H.** The District may require attendance at one (1) staff meeting during the session outside of regular working hours.
- I.** Each summer school bargaining unit member may be responsible for up to one and one-half (1½) hours of adjunct duty per summer session as assigned by the summer-school-teacher-in-charge or the summer-school-site-administrator when additional supervision is needed. When adjunct duty is required, a rotation schedule shall be created that may include up to ten (10) minutes of supervision per bargaining unit member to fulfill this requirement. However, this shall not infringe upon a bargaining member's thirty (30) minute duty-free lunch break.
- J.** Summer school bargaining unit members shall have the same obligation for parent conferencing as during the regular school year.
- K.** Commencing with the summer of 2022, the summer school rate of pay shall be the hourly rate on the current Certificated Employee salary schedule (teachers, counselors, librarians).
- L.** It is recognized that the decline in student enrollment in summer school is under completely different circumstances than during the regular year. It is assumed that the District will achieve a ratio of 25 students to one (1) bargaining unit member by the end of the summer school session, but that the initial number of students assigned at the beginning of each summer school session may be considerably higher.
- M.** In cases where summer school enrollment declines enough so that class sections must be consolidated, position reductions shall be in reverse order of site seniority within each credentialing area.
- N.** Summer school bargaining unit members shall be paid for all work during the summer session by no later than August 31st of that calendar year.
- O.** Bargaining unit members who seek to fill a vacant summer-school-teacher-in-charge position must submit applications according to the calendar developed by the Summer School Principal. The Salinas Valley Federation of Teachers shall appoint two (2) members to the interview panel that makes recommendations to the administration and Board for any appointments for summer-school-teacher-in-charge.

- P.** For persons hired by the District only for summer school services, only the provisions of this Article (Summer School), Article III (Grievance Procedure) for purposes of enforcing the rights granted in this Article, and Article VIII (Negotiating Service Fee) shall apply. Persons who are regular probationary or permanent bargaining unit members of the District shall, during the summer school session, have only the rights specified in this Article, the protections specified in Article X (Professional Standards) and Article III (Grievance Procedure) for the purpose of enforcing the rights granted in those Articles.
- Q.** High School Intersession (exclusive of summer school) bargaining unit members shall be compensated at the hourly rate for each hour of student instruction plus one (1) hour of prep per day. In addition, bargaining unit members shall be compensated for three (3) hours per semester intersession for planning and grade submission.
- R.** Extended School Year (ESY) hiring shall be included in the total summer school application process. The District shall identify the sites that will support the ESY programs during the application process.
- S.** All summer school bargaining unit positions may be split between two (2) bargaining unit members.

ARTICLE XXV - PEER ASSISTANCE AND REVIEW

For the 2005-06 and 2006-07 school years, the Joint Panel functions and any assistance to teachers in Groups I and II will be suspended. All funds available for the PAR program will be utilized to address the needs of teachers in Groups III and IV.

The Joint Panel will reconvene for the 2007-08 school year, pending available funding from the State of California. Teachers who have been previously referred to the program under Group I, or who were referred by way of an unsatisfactory evaluation in 2004-05, 2005-06 or 2006-07 will receive the required one or two years of assistance beginning in 2007-08, provided funds are available.

In recognition of the effectiveness of teachers helping teachers, the Salinas Union High School District and the Salinas Valley Federation of Teachers wish to establish a Peer Assistance and Review program, which shall assist permanent, probationary, and intern-level certificated employees in the development of the highest possible level of proficiency in instruction. The Peer Assistance and Review program is designed to provide appropriate assistance to as many certificated employees as possible. Both the District and Salinas Valley Federation of Teachers intend the Peer Assistance and Review program to be a cooperative venture with the goal of providing our students with superior professional instruction and learning opportunities so that they may achieve the high academic standards adopted by the District.

DEFINITIONS:

1. JOINT PANEL:

The body of three appointed representatives from the District and four appointed representatives from the Federation which shall oversee implementation and administration of the Peer Assistance and Review Program in the Salinas Union High School District.

2. PEER ASSISTANT:

The teacher selected and directed by the Joint Panel to assist and work with Participants, Voluntary Participants and beginning teachers.

3. PARTICIPANT:

A permanent teacher who has received one or more unsatisfactory ratings in the areas of evaluation relating to classroom instruction as specified in this Article and AB1X.

4. INDIVIDUAL IMPROVEMENT PLAN:

The plan of assistance to be followed by Participants as determined by the Participant and the Peer Assistant and approved by the Joint Panel.

5. SUBJECT AREA SPECIALIST:

A person with expertise in a certain subject specialty who shall assist teachers in the Peer Assistance and Review program under the direction of a Peer Assistant on an as-needed basis.

7. MANDATORY REFERRAL:

The process under AB1X by which a permanent teacher is required to participate in the Peer Assistance and Review process.

8. VOLUNTARY PARTICIPANT:

A permanent teacher who indicates s/he wishes to receive assistance under the Peer Assistance and Review program on a voluntary basis.

A. THE JOINT PANEL:

1. A Joint Panel consisting of three members chosen by the District and four classroom teachers appointed by the Salinas Valley Federation of Teachers shall govern the Peer Assistance and Review Program. Members of the panel shall be appointed to staggered two-year terms; in the appointment of the initial panel, two of the classroom teachers and either one or two of the District's appointees shall serve for one year only. Terms shall begin on July 1st and end on June 30th, with the proviso that the terms of the initial panel members may start at a different date. Vacancies in any position

shall be filled by appointment by the District or the Federation respectively using the established criteria. Members of the initial Joint Panel may serve two consecutive terms. However, members who join the panel subsequent to its first year may serve one term only and may not serve again until a full year has lapsed between their terms.

2. The members of the Joint Panel shall select one of their members to serve as a chair each year. The chair shall serve a one-year term. The District and the Salinas Valley Federation of Teachers will alternate as chairs on an annual basis. The Panel shall also select a member to act as a secretary to record minutes of each proceeding. Where consensus is not possible, decisions shall be reached using the procedures specified in Robert's Rules of Order. For a decision to be reached, a quorum of three (3) Federation representatives and two (2) District representatives must be present. All actions of the Joint Panel must be recorded in the minutes.
3. Meetings of the Joint Panel shall be convened as necessary for the Panel to conduct business. Each Panel member shall receive appropriate training prior to the beginning of his/her term.
4. Joint Panel meetings may be conducted during the normal school workday when possible. Each Salinas Valley Federation of Teachers Joint Panel member shall be compensated at the rate of one (1) hour at the normal curriculum rate for each meeting attended for which he/she must prepare lesson plans. For meeting held outside the normal school workday, SVFT Panel members shall be compensated on an hour-for-hour basis at the current curriculum rate.
5. District appointees to the Joint Panel must meet the following criteria:
 - a. Must have at least five years of administrative experience, three of which must be in the District;
 - b. Must have excellent performance evaluations in the areas of evaluation and employee relations;
 - c. Must have a demonstrated ability to maintain good working relations on personnel matters;

- h.** Making recommendations for improvement of the Peer Assistance and Review program to the District and the Federation;
- i.** Setting and managing the Peer Assistance and Review programs annual budget subject to the approval of the Board of Trustees;
- j.** Assigning participating teachers to the caseload of Peer Assistants subject to the Program Participation guidelines contained herein;
- k.** Securing and scheduling training for Peer Assistants in areas such as:

- i.**
Clinical Supervision
- ii.**
Instructional Strategies
- iii.**
Analysis of Lesson Plan Design
- iv.**
Communication Skills
- v.**
California Teaching Standards

- l.** Monitoring the progress of interventions with teachers who are mandatory participants in the Peer Assistance and Review program;
- m.** Evaluating Peer Assistants and the success of the assistance provided to the participating teachers;
- n.** Providing on-going support for Peer Assistants;
- o.** Approving Individual Improvement Plans.

- 8.** A Joint Panel member shall abstain from participating in a discussion or voting on any matters in which he/she has a professional or personal conflict of interest. A Joint Panel member who is unable to perform his/her duties because of extended absences

must submit his/her resignation. The vacated position shall be filled as described in number one (1) above.

9. All materials related to evaluations, reports discussions or other personnel matters, which are created or reviewed by the Joint Panel pursuant to the Peer Assistance and Review program, shall be confidential. Prior to participating in the first Joint Panel meeting, Joint Panel members shall sign the "Assurance of Confidentiality" form. All proceedings and materials related to the administration of this Article shall be strictly confidential. Panel members and Peer Assistants may disclose such information only as reasonably necessary to perform their respective functions.
10. The District will defend and indemnify Joint Panel members against claims arising out of their good faith performance of duties under this agreement. Panel members who act pursuant to the Peer Assistance and Review program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title I of the Government Code.

B. PEER ASSISTANTS

1. The teachers whose function it is to assist participating teachers shall be called Peer Assistants. The Joint Panel shall select out of the pool of applicants Peer Assistants who shall be released part-time and Subject Area Specialists who shall be released up to one period (.2 FTE) as needed.
2. Qualification for Peer Assistants:

EXPERIENCE: Applicants for the position of Peer Assistant must be full-time tenured employees of the District with substantial recent classroom experience of at least five years in the District. They must have a Professional Clear Credential and a variety of teaching experiences including different grade levels and student ability groups. The applicants must have demonstrated exemplary teaching ability as determined by the Joint Panel members.

1. KNOWLEDGE:

Applicants must demonstrate the following:

- a. Knowledge of specific curricular disciplines;
- b. Mastery of a range of teaching methods and strategies;
- c. Understanding of how to meet the needs of a wide range of students;
- d. Mastery of effective classroom management techniques;
- e. A willingness to learn more about adult learning processes and coaching strategies;
- f. An understanding of the role of the Peer Assistant as described in the Peer Assistance and Review Article of the collective bargaining agreement;
- g. Recent professional development in their content area

2. SKILLS:

Applicants must have demonstrated ability and a commitment to work collaboratively and communicate effectively and tactfully with colleagues, demonstrated ability to assess and prescribe effective instructional strategies and write effective plans for individual improvement, and demonstrated commitment to improving the profession.

3. Selection Process:

Applicants for the position of Peer Assistant must go through the following process:

- a. Submission of application and letters of recommendation. Letters of recommendation should be from a broad range of contacts, including fellow teachers, the principal or immediate supervisor, Federation representative and other professional contacts. Applicants must agree to release the contents of their personnel evaluations and to permit the Joint Panel to contact references.

- b. The Joint Panel shall review the applications and evaluations and contact references to determine which applicants are qualified. The Joint Panel shall then observe each qualified applicant a minimum of three times. Every Joint Panelist must observe each qualified applicant at least once. The observations will take place in different classroom settings and be both scheduled and unannounced. The observations must include a full fifty-(50) minute class period. In block schools, at least two observations must include the full-block. One of the full-block observations must be unscheduled.
- c. The applicant shall view videotapes of classroom instruction in order to analyze and evaluate the instructions of methods used in a sample setting and prepare a sample evaluation meeting as a follow-up.
- f. The Joint Panel shall select Peer Assistants based on the above criteria.

4. Length of service

- a. Peer Assistants may serve only two consecutive years in that position, and must be rehired by the Joint Panel each year. Peer Assistants and Subject Area Specialists are rehired based on their annual evaluation by the Joint Panel. They may serve a third year as Subject Area Specialists.
- b. Peer Assistants must sign an agreement committing them to return to a classroom teaching position in the District for at least one year following the completion of service as a Peer Assistant or a Subject Area Specialist.
- c. At the conclusion of their term, Peer Assistants shall have the right to return to their previous sites and the administration shall make every effort to return them to their previous teaching assignment.

5. Compensation and Case Load

a. Peer Assistants shall be compensated at the rate to which they are entitled on the salary schedule.

b. Caseload:

i. A full-time release caseload shall be defined as 15. The caseload shall be pro-rated by the number of release periods the Peer Assistant has.

ii.

Each Group I participating teacher shall be counted as two teachers. Each Group II participating teacher shall be counted as one teacher. Each Group III or IV participating teacher shall be counted as .3 of a full-time teacher.

iii.

Peer Assistants shall be compensated at their per diem rate for a specified number of extra days up to 5, to be assigned by the Joint Panel.

c. No Subject Area Specialist or Peer Assistant shall accept a 6th period in-lieu of a prep period.

6. Duties of Peer Assistants shall include the following:

a. Conduct no fewer than 15 observations of each participant teacher per half year. The observations shall be done in a timely and varied manner and be followed by an assessment of teaching and classroom management techniques. The Peer Assistant shall give the participating teacher timely written feedback about the observation.

b. Write clear performance goals with the participant consistent with District curricular objectives.

- c. Communicate in a timely manner with the participant's principal or designee regarding the participant's progress. The Peer Assistant will also consult with the principal (designee) no fewer than four times per half-year, regarding each participating teacher.
- d. Provide assistance to participating teachers including teaching techniques, lesson and curriculum planning, classroom management strategies, grading policies, record keeping, providing of opportunities for observation of other teachers and staff development as appropriate.
- e. Follow the intervention schedule as outlined in the Implementation Process section of this Article.
- f. Find workshops, classes or conferences to provide assistance to the participants as appropriate.
- g. Coordinate with and oversee Subject Area Specialists as required.

7. Peer Assistants shall perform the following duties for the Joint Panel:

- a. Provide written monthly reports to the Joint Panel on the progress of participants.
- b. Attend meetings of the Panel as requested by the Panel.
- c. Keep a log of all activities, observations and recommendations made to each participant.
- d. Keep the Panel informed through written appraisals of participants who are not making satisfactory progress.
- e. Provide the Joint Panel with final reports documenting the progress of participants.

C. PROGRAM PARTICIPATION

Participants in the Peer Assistance and Review Program shall come from the following groups of certificated staff. With the exception of Group I, participation in the PAR program shall be based on the availability of Peer Assistants as determined by the Joint Panel.

Group I: Permanent Teachers Determined to be in need of assistance:

Permanent teachers who receive an "Unsatisfactory" rating on standards I through V of the SUHSD Certificated personnel Evaluation form must be assigned as participants to the program. Group I teachers shall receive first priority in the assignments of Peer Assistants. Group I participants may select the Peer Assistant they choose to work with based on availability as determined by the Joint Panel.

Group II: Permanent Teachers Voluntarily Requesting Assistance:

Permanent teachers who are not required to be part of the Peer Assistance and Review Program but who voluntarily request assistance will receive second priority. The PAR program may serve a maximum number of Group II teachers as determined by the Joint Panel on an annual basis. Voluntary participants may indicate a preference for the Peer Assistant with whom they wish to work.

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Group III: Non-Permanent Teachers Not Eligible for Assistance under BTSA

New teachers and second year teachers who do not have probationary status in the District shall be eligible for assistance under the Peer Review and Assistance Program based on availability of Peer Assistants as determined by the Joint Panel. Group III participants shall receive third priority. Group III participants may receive assistance in a group setting provided by Peer Assistants.

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Group IV: Probationary Teachers Eligible under the BTSA program

Probationary teachers eligible under the BTSA program shall receive fourth priority unless BTSA funding is used to support the Peer Assistance and Review program budget. If BTSA funding is used to support PAR, support for Group IV will be in proportion to the BTSA funding allocated to PAR. Group IV participants may receive assistance in a group setting provided by Peer Assistants.

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D. MANDATORY REFERRAL FOR PERMANENT TEACHERS

1. The mandatory referral process to the Peer Assistance and Review program shall begin when a permanent teacher receives an

Unsatisfactory rating on any one of Standards I-V on the Final Certificated Personnel Evaluation form.

2. The evaluation must be made by the principal or designee and must follow upon at least two formal observations. The principal shall make a referral to the Joint Panel in the spring after the final evaluation conference with the teacher. In the referral the principal shall submit copies of his/her evaluation documents, including reports of classroom observations, teacher responses to observations, and recommendations for improvement that were made to the teacher.
3. Any Unsatisfactory rating on Standards VI and VII shall not be subject to the Peer Assistance and Review process. The principal or designee may address a teacher's deficiencies in Standard VI or VII under Article X of the contract or with some other remedy as appropriate.

E. IMPLEMENTATION OF REVIEW PROCESS

1. The Joint Panel shall begin implementation of the Peer Assistance and Review process once the mandatory referral of a permanent teacher has been made. Before the beginning of the following school year, the Panel shall notify the participant by registered mail that he/she has been referred for PAR program intervention. The notification shall also provide the participant with a list of Peer Assistants who are available through the Program. The participant shall have ten (10) working days to submit a request for a particular Peer Assistant.
2. It is understood that every possible subject matter competency may not be available within the corps of Peer Assistants, and therefore, occasionally it shall be necessary to secure Subject Area Specialists to fully address identified deficiencies. In such cases, the Peer Assistant shall maintain primary responsibility for the Individual Improvement Plan.
3. Once the assignment of a Peer Assistant has been made, a conference shall be held to begin the development of the Individual Improvement Plan. The conference shall involve the Participant, the Peer Assistant, and the Participant's evaluator. At this conference the Participant shall have the right to request additional assistance if

needed. The Participant has the right to request union representation at this meeting.

4. It is expected that Participants shall receive assistance as described (in the Peer Assistant Duties section). The Peer Assistant shall share all written or verbal progress reports with the Participant at least once a month. Progress reports shall relate specifically to the Individual Improvement Plan approved by the Joint Panel. A monthly written report shall be forwarded to the Participant's evaluator and the Panel, including any progress reports from other individuals assisting the Participant.
5. Nothing in this section shall preclude the Participant's evaluator from making observations and evaluations or from communicating with the Participant regarding his/her fulfillment of professional obligations subject to the provisions of the contract.
6. By April 15th each Peer Assistant shall schedule a final conference with the participant and the evaluating administrator to go over the Peer Assistant's conclusions for the Individual Improvement Plan. The Peer Assistant shall then make a final report of progress to the Joint Panel under the Individual Improvement Plan. The Participant shall have the opportunity to appear before the Joint Panel in response to this final report of progress. The Peer Assistant's report may include input from any individual providing additional assistance to the participant under the Individual Improvement Plan.
7. In general the period of peer assistance shall be for up to two full school years. After each year of peer assistance, based on the report of progress from the Peer Assistant and the response of the participant the Joint Panel may report to the participant, the Superintendent and the Board of Trustees that:
 - a. The participant has demonstrated satisfactory progress in the instructional areas of evaluation where improvement was needed, and should return to the regular evaluation process, or;
 - b. Satisfactory progress has not been made, but that the participant is making progress, and that the intervention should be extended for another year, or;
 - c. After two full school years of peer assistance, if the Joint Panel does not believe progress has been made, or that further assistance

or remediation will not be successful, with documented reasons to support this conclusion, the District may then initiate dismissal proceedings, continue to employ the teacher, or issue a Notice of Unsatisfactory Performance pursuant to the provisions to the Contract and the Education Code.

8. The discussions of the Joint Panel regarding the intervention shall be closed and confidential. Its decision shall be based on classroom performance, information provided by the Peer Assistant, the participant, the evaluating administrator, and a representative from the Salinas Valley Federation of Teachers.

F. DUE PROCESS RIGHTS OF PARTICIPANTS:

1. The participant teacher who has received a mandatory referral to Peer Assistance shall have the right to submit a written statement to the Joint Panel before the meeting in which his/her referral is discussed.
2. The participant teacher shall be entitled to review all reports generated by the Peer Assistant prior to their submission to the Joint Panel and to have attached a response. The Peer Assistant shall provide the participant with copies of such reports at least five (5) days prior to submission.
3. The participant shall have the right to be represented by the Federation at any meetings of the Joint Panel to which he or she is called and shall have a reasonable opportunity to present his/her point of view concerning any report being made.
4. The decision to refer a permanent teacher for intervention through the PAR program shall not be subject to the grievance procedure.
5. The participant in an intervention shall have the right to timely reports of progress being made.
6. The participant shall have the right to present, in writing, reasons why a Peer Assistant should be replaced and another Peer Assistant substituted, and to have those reasons considered.
7. The record of this intervention may be sealed in the personnel file after a period of four (4) years.

8. This program in no way diminishes the legal or contractual rights of bargaining unit members.

G. VOLUNTARY ASSISTANCE TO PERMANENT TEACHERS

Permanent teachers desiring assistance in improving their practice and who are not subject to the provisions of the mandatory referral process may apply to the Joint Panel for assistance as voluntary participants on a confidential basis. The Joint Panel shall have the authority to accept or reject such requests.

H. ASSISTANCE TO FIRST-YEAR AND SECOND-YEAR TEACHERS

1. It is the intent of the District and the Federation to explore the possibility of extending the services of the PAR program to first-year and second-year teachers.
2. The resources of the PAR program not required for assistance of participants in the Permanent teacher intervention component or for voluntary assistance for permanent teachers shall be used to develop instruction, training and review for first- and second-year teachers. The funding allocated by the State shall have uses determined by the Joint Panel. In no case shall the cost of the program exceed the finding allocated by the State of California for this program or the added allocation of the BTSA programs, should they become available to the District.
3. It is the intent of the District and the Salinas Valley Federation of Teachers to make the Peer Assistance and Review process a subject of future negotiations.

**ARTICLE XXVI - CONTRACT AGREEMENT FOR SUBSTITUTE BARGAINING
UNIT MEMBER**

The Salinas Union High School District (District) and the Salinas Valley Federation of Teachers (SVFT) agree to the following in the provision of certificated substitute services for the District.

The following Contract language shall become Article XXVI of the SVFT-SUHSD Contract and shall be the only provisions of the Contract applicable to substitute bargaining unit members.

A. WAGES

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The regular daily rate paid to a substitute bargaining unit member for teaching a full day shall be shown on the certificated salary schedule.

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1. In the event that the substitute bargaining unit member is assigned to substitute for a bargaining unit member who is on a long-term leave of absence (at least twenty-five (25) consecutive days), the substitute bargaining unit member shall be paid the negotiated sub rate as presented in Appendix C retroactive to the first day of the assignment. Retroactive pay is paid the month following service.
 2. A substitute bargaining unit member who has substituted for the District for fifty (50) cumulative days in one (1) school year shall be paid a one-time bonus of \$500.00. A substitute bargaining unit member who has substituted for the District for one hundred (100) cumulative days in one (1) school year shall be paid an additional one-time bonus of \$500.00. Substitute bargaining unit member who attend the substitute bargaining unit member in-service meeting shall have that day count as one (1) of the fifty (50) days within a school year. Accumulated days do not carry over to the next school year.
 3. A substitute bargaining unit member who works a partial day of no less than three and one-half (3.5) hours (one-half (1/2) the daily assignment) shall have those hours count towards a full day of credit as accrued days of service. Accumulated hours do not carry over to the next school year.

B. CREDENTIALING REQUIREMENTS

The following credentialing requirements apply to the use of certificated substitutes in compliance with the California Commission on Teacher Credentialing, the Administrator's Assignment Manual (Section H. Substitute Teaching), the California Administrative Code, Title 5, Education, Sections 80025, 80026, and the California Education Code, Sections 44225 and 44254.

1. Bargaining unit members employed under the "30-day Substitute Emergency Permit" can substitute no more than thirty (30) days for any one (1) bargaining unit member in the same school year.
2. Bargaining unit members holding a regular teaching credential who substitute in an area not covered by their regular credential can substitute only thirty (30) days for any one (1) bargaining unit member in the same school year, except in Special Education classes where they can substitute for a maximum of twenty (20) days for any one (1) bargaining unit member in the same school year.
3. Bargaining unit members who substitute in a subject not covered by their regular credential are eligible to substitute on a long-term assignment of over thirty (30) days only if they have completed fifteen (15) units in that subject area, met all current CCTC substitute credentialing requirements, and hold at least a Bachelor's Degree.

C. HOURS

1. A full-time daily assignment for a substitute bargaining unit member shall be seven (7) hours and four (4) minutes on site, unless otherwise negotiated for the grades 7-12 programs, which shall include six (6) teaching periods or equivalent block schedule at a comprehensive high school or at a middle school; all minimum days, collaboration days, and days restructured for professional development, testing, or other school activities. A full-time daily assignment at Mt. Toro High School, El Puente High School, Mission Trails Regional Occupational Center, Salinas Adult School, or Carr Lake Community Day School shall be subject to assignment by the site administrator. Substitute bargaining unit member shall be provided

with a thirty (30) minute duty-free lunch. Partial day assignments for accrual purposes apply as above.

2. In the interest of maintaining a viable substitute bargaining unit member roster within the District contracted substitute management system, all substitutes must work at least eight (8) cumulative days in each semester through the District contracted substitute management system in order for the substitute bargaining unit member to receive a Reasonable Assurance of Employment notice from Human Resources for the following school year.
3. The District shall maintain a separate list of bargaining unit members who do not wish to be included on the daily call list in the substitute management system. These bargaining unit members shall not be subject to the minimum days of service requirement as stated in C.2 of this Article.
4. These bargaining unit members may be specialized bargaining unit members who seek long-term assignments in a unique credential area. Unique assignments include, but are not limited to, long-term assignments for leaves of absences such as maternity/paternity leaves and those assignments that require specialized credentialing and/or experience or substitute bargaining unit members who are willing to substitute at a particular school site to fill an emergency need on an occasional basis.

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D. FULFILLMENT OF ASSIGNMENTS

A substitute who accepts an assignment and cancels (even if they accept another assignment on the same day) or fails to complete the assignment on more than two (2) dates shall not receive a Reasonable Assurance of Employment for the following school year under subsection C.2. and shall be removed from the substitute list for the remainder of the school year with the exceptions of the following criteria:

1. The District has been notified by the substitute at least one (1) week in advance of the rejection of the scheduled assignment. There shall be no consequences for a substitute bargaining unit member who cancels a scheduled assignment at least one week in advance of the scheduled start date.

OR

2. If a physician verification of illness is received within three (3) working days of the starting date scheduled assignment. Substitute bargaining unit members may cancel an assignment due to personal illness up to 6:00 PM prior to the starting date of the scheduled assignment. However, after two (2) cancellations due to personal illness within a given school year, the District may request verification by a physician within three (3) working days of the start date of the cancelled assignment. No more than three (3) rejections of an assignment may be made due to illness verified by a physician within one (1) school year.

E. DISCIPLINARY PROCEDURE

1. The District shall follow the procedure set forth below unless the conduct is sufficiently serious to warrant more immediate action.
2. A formal complaint regarding any infraction committed by a substitute bargaining unit member must be submitted in writing to the site administrator or designee. Examples of complaints may include but are not limited to:
 - a. District or teacher bargaining unit member's Discipline standards not maintained
 - b. Failure to complete daily lesson plans without mitigating circumstances
 - c. Failure to cover the regular teacher bargaining unit member's "other contractual duties" specified in the lesson plan
 - d. Use of abusive, intimidating, or foul language
 - e. Use of physical restraint or force not in accordance with Education Code
 - f. Dereliction of supervisory duty
 - g. Violations of California Education or Criminal Code
 - h. Violations of Board Policy
3. Within ten (10) working days of receipt site administrators shall inform the substitute bargaining unit member that there has been a complaint filed and shall schedule a meeting within five (5) working days, pending the substitute bargaining unit member's availability, to address the complaint. Until the meeting occurs, the substitute bargaining member may be blocked from substituting at the school site

or substituting for the bargaining unit member who filed the complaint.

4. Potential resolutions may include but are not limited to the following:
 - a. A verbal warning
 - b. A meeting with the complainant member to address concerns
 - c. A written reprimand
 - d. A temporary block from the site or complaining bargaining unit member's classroom
5. Site Administration shall report all complaints and resolutions to the Human Resources Office.
6. If three (3) complaints are received from any site, or if any single complaint is deemed serious enough to warrant more serious disciplinary action, the substitute shall be required to meet with the Assistant Superintendent of Human Resources or designee. Within ten (10) working days of receipt of the 3rd complaint, or single serious infraction, the Assistant Superintendent of Human Resources shall inform the substitute bargaining unit member and schedule a meeting within five (5) working days, pending the substitute bargaining unit member's availability. Until the meeting occurs, the substitute bargaining member shall be blocked from substituting at the school site or substituting in the district. The Assistant Superintendent of human Resources may take one or more of the following actions, including but not limited to:
 - a. Additional training
 - b. A letter of reprimand
 - c. A block from a specific site or the district for a set period
 - d. A permanent block from a site
 - e. Release from employment as a substitute

7. Blocks:

A block is the prohibiting of a substitute bargaining unit member to work at one or more school sites as a result of disciplinary action(s).

Blocks shall be instituted according to the following criteria in the

Substitute Bargaining Unit Member Disciplinary Procedure outlined in Article XXVI.E above:

F. EVALUATION

A substitute bargaining unit member shall submit a daily report on form HSD-62, including documentation regarding the completion of the lesson plan, if provided.

G. HEALTH AND WELFARE BENEFITS

A substitute bargaining unit member may at their own expense participate in the District's group dental and vision insurance program by paying the cost of coverage to the District.

H. RELEASE OF SUBSTITUTES

The District has the right to release a substitute at any time from the District employment at its discretion. (Administrative Regulation 4121, Education Code 44953)

I. APPLICATION OF SVFT 7-12 COLLECTIVE BARGAINING AGREEMENT

The only provisions of the Collective Bargaining Agreement between SVFT and the District that apply to the substitute bargaining unit member shall be:

1. Article III - Grievances: Substitute bargaining unit members may utilize Article III-Grievance Procedures only up to and including Level III as expressly provided herein.
2. Article VIII - Union Membership, Dues, Access to Employee Information and Onboarding
3. Article XV - Safety Conditions of Employment
4. Appendix A - Bargaining Unit
5. Appendix B - Substitute Teacher Salary Schedule
6. Appendix G - Assault on Staff

J. RETIRED TEACHERS FROM SVFT LOCAL 1020:

1. Those bargaining unit member who retired from the District and are currently receiving benefits from the State Teachers' Retirement System or Public Employees Retirement System and whose most recent overall evaluation rating was "Proficient" or better shall be automatically included on the list of District substitute bargaining unit member upon written request from such bargaining unit member to the Assistant Superintendent of Human Resources, in compliance with the State Teachers Retirement System. Bargaining unit member who retired under threat of discipline shall not be included under this subsection.

K. SICK LEAVE:

1. The District shall front-load paid sick leave credit as allowed by Labor Code section 246. A bargaining unit member who worked for the District for thirty (30) or more days during a single school year shall be granted forty (40) hours of paid sick leave on the first day of the following school year. A bargaining unit member who has not previously worked for the District shall be granted forty (40) hours of paid sick leave after working for the District for thirty (30) days in the school year in which they are hired.
 - a. Sick leave can only be taken when a job is scheduled by a substitute bargaining unit member, and the substitute bargaining unit member cancels the scheduled job for reasons related to illness.
2. A new substitute bargaining unit member may use paid sick hours beginning on the thirty-first (31st) worked day of employment.
3. Beginning July 1, 2025, and all following years, no paid sick leave shall be accrued or carried over to a subsequent year, and all paid sick leave must be used before the end of the school year.
4. Accrued paid sick leave may be used in increments of no less than two hours.
5. Substitute bargaining unit members shall inform the District at least forty-eight (48) hours in advance for a planned need for paid sick leave by completing and submitting a cause of absence form. This procedure does not apply to unplanned absences. If the need for paid sick leave is unforeseeable, the substitute

bargaining unit shall provide notice of the need for the leave as soon as practicable.

6. Substitute bargaining unit members assigned to a designated long-term assignment shall maintain their long-term assignment longevity and long-term rate of pay when accessing their accrued sick leave benefits.

L. THIS DOCUMENT SHALL BE THE EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT AFFECTING SUBSTITUTE BARGAINING UNIT MEMBERS.

ARTICLE XXVII - USE OF TECHNOLOGY

- A.** All classroom bargaining unit members shall, in the performance of their professional duties, be expected to maintain the district-adopted computer-based Student Information System (SIS) and electronic gradebook, including the posting of assignments.
1. The District shall provide paid opportunities for training on the District-adopted computer-based student information system and electronic gradebook for bargaining unit members prior to the start of each school year. This training shall include information on the SIS, including documentation process for interventions, how to access student demographic information, how to document parent contract, and how to complete and submit Office Discipline Referrals (ODRs).
 2. For all subsequent computer-based student information systems and electronic gradebook adoptions, SVFT bargaining unit members selected by SVFT shall be included on a committee, named the Technology Adoption Committee, to evaluate and recommend all subsequent computer-based student information systems and electronic gradebook programs. SVFT shall notify the District regarding their committee appointments no later than September 1st of each school year. The committee's analysis shall include the usability of the system or program, the ability of the program to facilitate best practices, cost, support services, the phasing in of upgrades, and the viability of the pilot.
 3. At least once every school year, the District shall convene meetings with the Technology Adoption Committee to evaluate and recommend continued usage of the computer-based student information system and electronic gradebook.
 4. Upon request, all certificated bargaining unit members who share a classroom during the same instructional period shall be provided

with their own desktop computer or the ability to dock their District-assigned portable computing device to a monitor, keyboard, and mouse, whichever is determined to be more feasible.

- B. All bargaining unit members except those working in alternative education programs shall be expected to maintain and post a list of student assignments and assessments on the SIS and update student assignments and assessments at a minimum of every two (2) weeks, excluding student recesses of one (1) week or more.
- C. Bargaining unit members shall be expected to review their District-sponsored e-mail account each workday and use the District-sponsored e-mail account as a communication tool with parents, certificated colleagues, classified staff, and administration. Upon returning from an absence, within two (2) working days, bargaining unit members shall review their district-sponsored e-mail account. Bargaining unit members shall be expected to respond to parent e-mails, when appropriate, within two (2) workdays.
- D. The District shall not terminate a bargaining unit member's District-sponsored email account until five (5) calendar days following the last day the bargaining unit member's calendared, contractual obligations have been met as follows:
 - 1. For bargaining unit members separating contracted employment with the District at the end of a semester, not earlier than one (1) day after student grades are due to be submitted.
 - 2. For bargaining unit members separating contracted employment with the District at any other time, not earlier than 5:00 PM on the last day of contracted employment.
 - 3. The provisions in this section shall not apply when email account access is terminated for disciplinary or security reasons.

E. Artificial Intelligence:

- 1. At no time shall a bargaining unit member be recorded in the workplace by the District with AI transcription devices without prior notification.

2. Bargaining unit members may use AI systems, as appropriate, in keeping with the district-adopted Guidelines for AI in Education, Internet Acceptable Use Policy, Board Policy, and legal requirements for confidentiality of student identifying information and records.

F. Technology Adoption and Software Licensing

1. Any district-wide purchase of software licenses, including AI Systems, designed for instructional purposes, shall be approved by the Technology Adoption Committee or through the curriculum adoption process. This process shall include consultation with the Federation. Software licenses that cost \$20,000 or less shall be exempt from Technology Adoption Committee review and approval.

ARTICLE XXVIII – MANDATORY & VOLUNTARY
STATUTORY BENEFITS EXPLAINED

A. Pre-Tax and Tax-Deferred Benefits (125 Plan & 403b Third-Party Administrators):

1. The District shall survey all district employees every other year, beginning in the 2019-2020 school year. At least fifty percent (50%) of the active employees must participate in the survey, and if the results of the survey show sixty-seven percent (67%) or more of participants are dissatisfied, the District shall solicit proposals (RFP).
2. After the District obtains the RFPs, the District shall confer with all employee bargaining units/groups to review the proposals and/or interview entities, if necessary.

B. Pay Warrant Information:

1. Each bargaining unit member's pay warrants, both regular end of the month and supplemental, shall clearly delineate all pay earned, leave balances, leave usage, in-lieu time accrued, in-lieu time used, statutory deductions, and voluntary deductions. The District shall maintain an accurate report of all the aforementioned information through the Monterey County Office of Education's Employee Portal updated monthly.
2. Should retroactive pay be earned or collectively bargained, such pay shall comply with subsection B.1 above.

APPENDIX A - BARGAINING UNIT

The bargaining unit shall consist of the following:

1. Classroom Teachers
2. Counselors to include Career Counselors
3. Work Experience Coordinators
4. Social Workers
5. Librarians
6. Psychologists
7. Department Chairpersons
8. Alternative School Teachers
9. Speech Therapists
10. School-Age Parenting Program Teachers
11. Intervention Specialists
12. Education Specialists
13. Instructional Coaches
14. Athletic Directors
15. District Department Chairpersons

16. Head Counselors
17. ROP Teachers
18. Basic Skills Laboratory Teachers
19. Curriculum Development Specialists
20. Independent Studies Teachers
21. Mentor Teachers
22. Opportunity Teachers
23. EL Specialists
24. Resource Teachers
25. Outreach Teacher Consultants
26. Summer School Teachers
27. Intersession Teachers
28. Summer School Teachers-in-Charge
29. Daily and long-term substitute teachers
30. Adult school teachers, adult school program specialists,
adult school career advisor
31. Teachers on Special Assignment
32. All certificated employees (as described above) working for
a dependent charter school sponsored and created by the
District
33. Migrant Resource Counselors

APPENDIX B – SALARY SCHEDULES

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EMPLOYEE STIPEND SCHEDULE**

2024-2025

CLASSIFICATION													Work Year - 184 Days		
Recaps	A I	A I	B II	B II	C III	C III	D IV	D IV	E V	E V	F VI	F VI			
	PER DIEM	B.A.	PER DIEM	B.A.+15*	PER DIEM	BA+30* w/ Prelim or Prof Cred	PER DIEM	PER DIEM	B.A.+45* OR M.A.	PER DIEM	B.A.+60* OR MA+15*	PER DIEM			
STEP															
1	55.11	\$10,140	57.86	\$10,647	60.77	\$11,181	63.80	\$11,740	67.00	\$12,328	70.34	\$12,943			
2	57.32	\$10,546	60.19	\$11,075	63.18	\$11,626	66.35	\$12,208	69.66	\$12,818	73.15	\$13,460			
3	59.61	\$10,969	62.61	\$11,520	65.72	\$12,093	69.02	\$12,699	72.45	\$13,331	76.07	\$13,997			
4	62.00	\$11,408	65.09	\$11,976	68.36	\$12,579	71.77	\$13,206	75.37	\$13,868	79.13	\$14,559			
5	64.47	\$11,862	67.69	\$12,455	71.08	\$13,078	74.64	\$13,734	78.38	\$14,421	82.30	\$15,143			
6	67.05	\$12,337	70.41	\$12,955	73.92	\$13,602	77.63	\$14,283	81.51	\$14,997	85.58	\$15,747			
7			73.22	\$13,472	76.89	\$14,148	80.74	\$14,856	84.77	\$15,597	89.02	\$16,379			
8					79.96	\$14,713	83.96	\$15,448	88.15	\$16,219	92.56	\$17,031			
9					83.15	\$15,300	87.32	\$16,066	91.68	\$16,869	96.26	\$17,712			
10					86.48	\$15,913	90.81	\$16,709	95.37	\$17,548	100.12	\$18,422			
11					89.95	\$16,550	94.46	\$17,380	99.17	\$18,247	104.13	\$19,159			
12							98.22	\$18,073	103.13	\$18,976	108.29	\$19,925			
13									107.26	\$19,736	112.62	\$20,722			
YEARS															
16					91.73	\$16,878	100.19	\$18,435	109.40	\$20,130	114.88	\$22,138			
19					93.58	\$17,218	102.20	\$18,804	111.60	\$20,535	117.16	\$22,557			
22					95.46	\$17,564	104.24	\$19,181	113.82	\$20,942	119.52	\$22,991			
25					97.36	\$17,914	106.33	\$19,565	116.10	\$21,362	121.90	\$22,430			
28					99.30	\$18,271	108.45	\$19,954	118.42	\$21,790	124.34	\$22,878			
31					101.29	\$18,638	110.63	\$20,356	120.80	\$22,227	126.83	\$23,337			
34					103.32	\$19,011	112.83	\$20,760	123.22	\$22,673	129.38	\$23,806			
*SEMESTER UNITS															

Board Approved: 4/23/2024 - Updated to reflect five additional instructional minutes

Board Approved: 5/14/2024
 6.45% Increase to certificated schedules retroactive to July 1, 2023
 One-time off-schedule \$2,500 payment to promote employee retention
 New sub rate effective 7/1/2023 = \$266.16/day (\$44.36/hr) for day-to-day
 New sub rate effective 7/1/2023 = \$292.80/day (\$48.80/hr) for long-term assignment
 New sub rate for special education position = \$292.80/day (\$48.80/hr) from day 1-20 of the assignment
 No change to hourly rate = \$65.00/hr

SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED AGRICULTURE EMPLOYEE SALARY SCHEDULE
2026-2027

CLASSIFICATION												Work Year = 219 Days	
Escape	A	A	B	B	C	C	D	D	E	E	F	F	F
STEP	I	I	II	II	III	III	IV	IV	V	V	VI	VI	VI
	PER DIEM	B.A. or B.S. + Intern or other temporary perm.	PER DIEM	B.A. or B.S. + 15 + Intern or other temporary perm.	PER DIEM	B.A. or B.S. + Permit clear Credentia	PER DIEM	(B.A. or B.S. + 45%) or (M.A. or M.S.) + Clear Credentia	PER DIEM	(B.A. or B.S. + 60%) or (M.A. or M.S.) + 15% + Clear Credentia	PER DIEM	(B.A. or B.S. + 75% with M.A. or M.S.) or (M.A. or M.S. + 30) + Clear Credentia	
1	\$330.01	\$72,272.00	\$346.52	\$75,888.00	\$363.84	\$79,681.00	\$382.03	\$83,665.00	\$401.12	\$87,845.00	\$421.19	\$92,241.00	
2	\$343.20	\$75,161.00	\$360.38	\$78,923.00	\$378.39	\$82,867.00	\$397.31	\$87,011.00	\$417.18	\$91,362.00	\$438.04	\$95,931.00	
3	\$356.95	\$78,172.00	\$374.79	\$82,079.00	\$393.53	\$86,183.00	\$413.20	\$90,491.00	\$433.87	\$95,018.00	\$455.57	\$99,770.00	
4	\$371.22	\$81,297.00	\$389.78	\$85,562.00	\$409.28	\$89,632.00	\$429.73	\$94,111.00	\$451.22	\$98,817.00	\$473.79	\$103,760.00	
5	\$386.07	\$84,549.00	\$405.38	\$88,778.00	\$425.63	\$93,213.00	\$446.92	\$97,875.00	\$469.26	\$102,768.00	\$492.73	\$107,908.00	
6	\$401.52	\$87,933.00	\$421.58	\$92,326.00	\$442.66	\$96,945.00	\$464.80	\$101,791.00	\$488.03	\$106,879.00	\$512.43	\$112,222.00	
7			\$438.45	\$96,021.00	\$460.39	\$100,825.00	\$483.39	\$105,862.00	\$507.55	\$111,153.00	\$532.95	\$116,716.00	
8					\$478.77	\$104,851.00	\$502.72	\$110,096.00	\$527.85	\$115,599.00	\$554.26	\$121,383.00	
9					\$497.94	\$109,049.00	\$522.84	\$114,502.00	\$548.97	\$120,224.00	\$576.42	\$126,236.00	
10					\$517.87	\$113,414.00	\$543.76	\$119,083.00	\$570.91	\$125,029.00	\$599.47	\$131,284.00	
11					\$538.56	\$117,945.00	\$565.51	\$123,847.00	\$593.77	\$130,036.00	\$623.46	\$136,538.00	
12							\$588.12	\$128,798.00	\$617.52	\$135,237.00	\$648.40	\$142,000.00	
13									\$642.26	\$140,655.00	\$674.34	\$147,680.00	
YEARS													
16					\$549.34	\$120,305.00	\$599.89	\$131,376.00	\$655.07	\$145,460.00	\$687.82	\$150,633.00	
19					\$560.34	\$122,714.00	\$611.88	\$134,002.00	\$668.17	\$146,329.00	\$701.57	\$153,644.00	
22					\$571.52	\$125,163.00	\$624.11	\$136,680.00	\$681.53	\$149,255.00	\$715.61	\$156,719.00	
25					\$582.96	\$127,668.00	\$636.60	\$139,415.00	\$695.17	\$152,242.00	\$729.92	\$159,852.00	
28					\$594.63	\$130,224.00	\$649.33	\$142,203.00	\$709.08	\$155,289.00	\$744.53	\$163,052.00	
31					\$606.51	\$132,826.00	\$662.33	\$145,050.00	\$723.25	\$158,392.00	\$759.41	\$166,311.00	
34					\$618.65	\$135,484.00	\$675.57	\$147,950.00	\$737.71	\$161,558.00	\$774.60	\$169,637.00	

CALCULATIONS: 5% INCREASE BETWEEN CLASSIFICATIONS
4% INCREASE BETWEEN STEPS 1 - 13
2% INCREASE BETWEEN STEPS 16 - 34

Board Approval: 5/12/2026
New salary schedule, effective July 1, 2026

Revised 6/18/2026
Effective 7/1/2026
Board Approval 6/23/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
ROP EMPLOYEE SALARY SCHEDULE
2025-2026**

CLASSIFICATION

Escape	A	I	A	I	Desig. Subject Vocational Credential	B	II	B	II	DSVC +30 or DSVC +5 Years Experience	C	III	C	III	DSVC + BA or DSVC +8 Years Experience	D	IV	D	IV	DSVC +12 Years Experience	E	E	IV	IV	DSVC + MA or DSVC +15 Years Experience	F	F	IV	IV	DSVC + MA or DSVC +30 Years Experience	
STEP	PER DIEM						PER DIEM		PER DIEM			PER DIEM		PER DIEM			PER DIEM		PER DIEM				PER DIEM		PER DIEM					PER DIEM	
1	330.01		\$60,722	346.52		\$63,759		363.84			\$66,946	382.03				\$70,293	401.12				\$73,806	421.19						\$77,499			
2	343.20		\$63,149	360.38		\$66,310		378.39			\$69,624	397.31				\$73,105	417.18				\$76,761	438.04						\$80,600			
3	356.95		\$65,678	374.79		\$68,961		393.53			\$72,409	413.20				\$76,028	433.87				\$79,832	455.57						\$83,824			
4	371.22		\$68,305	389.78		\$71,720		409.28			\$75,307	429.73				\$79,070	451.22				\$83,024	473.79						\$87,177			
5	386.07		\$71,036	405.38		\$74,589		425.63			\$78,315	446.92				\$82,234	469.26				\$86,344	492.73						\$90,663			
6	401.52		\$73,879	421.58		\$77,570		442.66			\$81,449	464.80				\$85,524	488.03				\$89,798	512.43						\$94,288			
7				438.45		\$80,675		460.39			\$84,712	483.39				\$88,944	507.55				\$93,390	532.95						\$98,063			
8								478.77			\$88,093	502.72				\$92,501	527.85				\$97,125	554.26						\$101,983			
9								497.94			\$91,621	522.84				\$96,202	548.97				\$101,011	576.42						\$106,061			
10								517.87			\$95,288	543.76				\$100,051	570.91				\$105,047	599.47						\$110,302			
11								538.56			\$99,095	565.51				\$104,054	593.77				\$109,253	623.46						\$114,716			
12												588.12				\$108,214	617.52				\$113,623	648.40						\$119,306			
13																	642.26				\$118,175	674.34						\$124,078			
YEARS																															
16								549.34			\$101,078	599.89				\$110,379	655.07				\$120,533	687.82						\$126,558			
19								560.34			\$103,103	611.88				\$112,586	668.17				\$122,943	701.57						\$129,089			
22								571.52			\$105,160	624.11				\$114,836	681.53				\$125,402	715.61						\$131,672			
25								582.96			\$107,265	636.60				\$117,134	695.17				\$127,911	729.92						\$134,305			
28								594.63			\$109,411	649.33				\$119,476	709.08				\$130,470	744.53						\$136,993			
31								606.51			\$111,598	662.33				\$121,868	723.25				\$133,078	759.41						\$139,732			
34								618.65			\$113,831	675.57				\$124,305	737.71				\$135,738	774.60						\$142,527			

Corrected column E from 12 to 15 years, and column F from 12 to 30 years

Board Approved: 5/12/2026
 Increase to ROP employee certificated salary schedule, retroactive to July 1, 2025
 Added columns E, F, and rows 11-34
 New sub rate effective 7/1/2023 = \$266.16/day (\$44.36/hr) for day-to-day
 New sub rate effective 7/1/2023 = \$292.80/day (\$48.80/hr) for long-term assignment
 New sub rate for special education position = \$292.80/day (\$48.80/hr) from day 1-20 of the assignment
 No change to hourly rate = \$65.00/hr

Revised 7/15/2026
 Effective 7/1/2025
 Board Approval 7/28/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
ROP EMPLOYEE STIPEND SCHEDULE**

2026-2027

Work Year = 184 Days

CLASSIFICATION

Escape	A	I	A	B	II	B	II	C	III	C	III	D	IV	D	IV	E	IV	E	IV	F	F	IV	F
STEP	PER DIEM	Desig. Subject Vocational Credential	I	II	DSVC +30 or DSVC +5 Years Experience	PER DIEM	II	DSVC + BA or DSVC +8 Years Experience	PER DIEM	III	DSVC + MA or DSVC +12 Years Experience	PER DIEM	IV	DSVC + MA or DSVC +15 Years Experience	PER DIEM	IV	DSVC + MA or DSVC +30 Years Experience	PER DIEM	IV	DSVC + MA or DSVC +30 Years Experience	PER DIEM	IV	DSVC + MA or DSVC +30 Years Experience
1	55.11		\$10,140	57.86	\$10,647	60.77		\$11,181	63.80		\$11,740	67.00		\$12,328	70.34		\$12,943						
2	57.32		\$10,546	60.19	\$11,075	63.18		\$11,626	66.35		\$12,208	69.66		\$12,818	73.15		\$13,460						
3	59.61		\$10,968	62.61	\$11,520	65.72		\$12,093	69.02		\$12,699	72.45		\$13,331	76.07		\$13,997						
4	62.00		\$11,408	65.09	\$11,976	68.36		\$12,579	71.77		\$13,206	75.37		\$13,868	79.13		\$14,559						
5	64.47		\$11,862	67.69	\$12,455	71.08		\$13,078	74.64		\$13,734	78.38		\$14,421	82.30		\$15,143						
6	67.05		\$12,337	70.41	\$12,955	73.92		\$13,602	77.63		\$14,283	81.51		\$14,997	85.58		\$15,747						
7				73.22	\$13,472	76.89		\$14,148	80.74		\$14,856	84.77		\$15,597	89.02		\$16,379						
8						79.96		\$14,713	83.96		\$15,448	88.15		\$16,219	92.56		\$17,031						
9						83.15		\$15,300	87.32		\$16,066	91.68		\$16,869	96.26		\$17,712						
10						86.48		\$15,913	90.81		\$16,709	95.37		\$17,548	100.12		\$18,422						
11						89.95		\$16,550	94.46		\$17,380	99.17		\$18,247	104.13		\$19,159						
12									98.22		\$18,073	103.13		\$18,976	108.29		\$19,925						
13												107.26		\$19,736	112.62		\$20,722						
YEARS																							
16						91.73		\$16,878	100.19		\$18,435	109.40		\$20,130	114.88		\$21,138						
19						93.58		\$17,218	102.20		\$18,804	111.60		\$20,535	117.16		\$21,557						
22						95.46		\$17,564	104.24		\$19,181	113.82		\$20,942	119.52		\$21,991						
25						97.36		\$17,914	106.33		\$19,565	116.10		\$21,362	121.90		\$22,430						
28						99.30		\$18,271	108.45		\$19,954	118.42		\$21,790	124.34		\$22,878						
31						101.29		\$18,638	110.63		\$20,356	120.80		\$22,227	126.83		\$23,337						
34						103.32		\$19,011	112.83		\$20,760	123.22		\$22,673	129.38		\$23,806						

Corrected educational experience from regular schedule to ROP schedule

Board Approved: 5/12/2026

New ROP employee stipend schedule, effective July 1, 2026

New sub rate effective 7/1/2023 = \$266.16/day (\$44.36/hr) for day-to-day

New sub rate effective 7/1/2023 = \$292.80/day (\$48.80/hr) for long-term assignment

New sub rate for special education position = \$292.80/day (\$48.80/hr) from day 1-20 of the assignment

No change to hourly rate = \$65.00/hr

Revised 7/15/2026
Effective 7/1/2026
Board Approval 7/28/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
SALINAS ADULT SCHOOL
CERTIFICATED SALARY SCHEDULE
2025-2026**

CLASSIFICATION

Escape		A	B	C	D	E
Step	Hours of Service	Preliminary Credentia	Clear Credentia	BA+ 15 Units	BA+ 30 Units	MA or BA + 45 Units
1	0 - 1,104	\$48.80	\$49.78	\$50.77	\$51.79	\$52.82
2	1,105 - 2,208	\$50.02	\$51.02	\$52.04	\$53.08	\$54.14
3	2,209 - 3,312	\$51.27	\$52.30	\$53.34	\$54.41	\$55.50
4	3,313 - 4,416	\$52.55	\$53.60	\$54.68	\$55.77	\$56.88
5	4,417 - 5,520	\$53.87	\$54.94	\$56.04	\$57.16	\$58.31
6	5,521 - 6,624		\$56.32	\$57.44	\$58.59	\$59.76
7	6,625 - 7,728		\$57.72	\$58.88	\$60.06	\$61.26
8	7,729 - 8,832		\$59.17	\$60.35	\$61.56	\$62.79
9	8,833 - 9,936		\$60.65	\$61.86	\$63.10	\$64.36
10	9,937 - 11,040		\$62.16	\$63.41	\$64.67	\$65.97
11	11,041 - 12,144		\$63.72	\$64.99	\$66.29	\$67.62
12	12,145 - 13,248		\$65.31	\$66.62	\$67.95	\$69.31
13	13,249 - 14,352		\$66.94	\$68.28	\$69.65	\$71.04
14	14,353 - 15,456+		\$68.62	\$69.99	\$71.39	\$72.82

FTE 1,104 = 184 days x 6 hours per day

2% INCREASE BETWEEN CLASSIFICATIONS
2.5% INCREASE BETWEEN STEPS

Board Approved: 5/12/2026

Increase to Salinas Adult School certificated salary schedule, retroactive to July 1, 2025

Revised 6/18/2026
Effective 7/1/2025
Board Approval 6/23/2026

PERCENT INCREASE 6.45%

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EXTRA DUTY/STIPEND PAY SCHEDULE - HIGH SCHOOL
EFFECTIVE 7/1/26**

A. DEPARTMENT CHAIRPERSONS PAY SCHEDULE

ANNUAL BASE AMOUNT ALLOCATED PER SITE FOR DEPARTMENT CHAIRS:

ALLOCATION PER EMPLOYEE (OTHER THAN SPECIAL EDUCATION DEPT. CHAIR)	\$3,007
ALLOCATION FOR SPECIAL EDUCATION DEPARTMENT CHAIR (addtl \$200/mo.)	\$5,136

EACH HIGH SCHOOL MAY HAVE A MINIMUM OF 10 AND UP TO A MAXIMUM OF 12 DEPARTMENTS. IN DETERMINING THE NUMBER AND CONFIGURATION OF DEPARTMENTS AND AMOUNT OF THE STIPEND, THE DISTRICT AND THE FEDERATION DESIRE TO ACCOMPLISH THE DECISIONS BY CONSENSUS AT EACH SCHOOL; YET, THE FEDERATION RECOGNIZES THAT THE DECISION RESTS WITH THE DISTRICT.

BASE SALARY		STEP 1/COL I (or) FIXED AMOUNTS	
DOCTORATE		0.0254	\$1,513
SST FACILITATOR		0.1100	\$6,541
HOURLY CERT/CURRICULUM RATE			\$65.00
B. EXTRA ACTIVITIES PAY SCHEDULE, EXCLUDING ATHLETICS.			
	ACTIVITY	%	SALARY
a.	AG - FFA ADVISOR	0.06340	\$ 3,772
b.	DRAMA	0.08315	\$ 4,946
c.	YEARBOOK	0.08810	\$ 5,239
d.	NEWSPAPER	0.07338	\$ 4,363
e.	VOCAL MUSIC	0.05871	\$ 3,492
f.	INST MUSIC	0.11183	\$ 6,652
g.	DANCE INSTRUCTOR	0.07633	\$ 4,540
h.	MOCK TRIAL OR ACADEMIC DECATHLON	0.06436	\$ 3,828
i.*	CO-TEACHING PRE-PLANNING (summer planning - up to 12 hrs.)	\$780/summer	\$ 780
j.*	CO-TEACHING INSTRUCTIONAL ACTIVITIES TIED TO STUDENT IEPs - (up to 18hrs/semester)	\$1,170/semester	\$ 2,340
k.*	CO-TEACHING CO-PLANNING (if no shared prep./conf. Period - 2 hrs/week)	\$2,340/semester	\$ 4,680
l.	TPP LOGGING by CTE INSTRUCTORS (CAREER COUNSELORS, EDUCATION SPECIALIST & WORK EXP. COORDINATORS)	\$53/month	\$ 530
m.	NEW BARGAINING UNIT MEMBER INDUCTION OR INTERN SUPPORT PROVIDER	\$2,023/semester	\$ 4,046

*Subject to verification of hours worked via a log submitted prior to payment that details dates and times co-teachers met or work was completed.
Excluding co-teaching and Athletic Director stipends, stipends may be shared among one or more unit members

PERCENT INCREASE 6.45%

Board Approved: 5/12/2026

Revised 6/18/2026
Board Approval 6/23/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EXTRA DUTY/STIPEND PAY SCHEDULE-MIDDLE SCHOOL
EFFECTIVE 7/1/26**

PERCENT INCREASE 6.45%

A. DEPARTMENT CHAIRPERSONS PAY SCHEDULE

ANNUAL BASE AMOUNT ALLOCATED PER SITE FOR DEPARTMENT CHAIRS:

ALLOCATION PER EMPLOYEE (OTHER THAN SPECIAL EDUCATION DEPT. CHAIR)	\$3,007
ALLOCATION FOR SPECIAL EDUCATION DEPARTMENT CHAIR (addtl \$200/mo.)	\$5,136

EACH MIDDLE SCHOOL MAY HAVE A MINIMUM OF 8 AND UP TO A MAXIMUM OF 10 DEPARTMENTS. IN DETERMINING THE NUMBER AND CONFIGURATION OF DEPARTMENTS AND AMOUNT OF THE STIPEND, THE DISTRICT AND THE FEDERATION DESIRE TO ACCOMPLISH THE DECISIONS BY CONSENSUS AT EACH SCHOOL; YET, THE FEDERATION RECOGNIZES THAT THE DECISION RESTS WITH THE DISTRICT.

BASE SALARY	STEP 1/COL I (or) FIXED AMOUNTS	
DOCTORATE	0.0254	\$1,513
SST FACILITATOR	0.1100	\$6,541
HOURLY CERT/CURRICULUM RATE		\$65.00
B. EXTRA ACTIVITIES PAY SCHEDULE, EXCLUDING ATHLETICS.		
ACTIVITY	%	SALARY
a. DIRECTOR STUDENT ACTIVITIES	0.03010	\$ 1,788
b. TECHNOLOGY ADVISOR	0.03010	\$ 1,788
c. VOCAL MUSIC	0.04828	\$ 2,873
d. INST. MUSIC	0.04828	\$ 2,873
e. YEARBOOK	0.04828	\$ 2,873
f. DRAMA ADVISOR	0.04175	\$ 2,483
g.* CO-TEACHING PRE-PLANNING (summer planning - up to 12 hrs.)	\$780/summer	\$ 780
h.* CO-TEACHING INSTRUCTIONAL ACTIVITIES TIED TO STUDENT IEPs - (up to 18hrs/semester)	\$1,170/semester	\$ 2,340
i.* CO-TEACHING CO-PLANNING (if no shared prep./conf. Period - 2 hrs/week)	\$2,340/semester	\$ 4,680
j. ATHLETIC COORDINATOR	\$4,000/semester	\$ 8,000
k. NEW BARGAINING UNIT MEMBER INDUCTION OR INTERN SUPPORT PROVIDER	\$2,023/semester	\$ 4,046

*Subject to verification of hours worked via a log submitted prior to payment

Excluding co-teaching and Athletic Director stipends, stipends may be shared among one or more unit members

PERCENT INCREASE 6.45%

CERTIFICATED AFTER SCHOOL ATHLETIC STIPENDS PAY SCHEDULE

C. SPORT	LEVEL	Units	SALARY
BASKETBALL	BOYS - (7TH GRADE)	8	\$ 2,405
	BOYS - (8TH GRADE)	8	\$ 2,405
	GIRLS - (7TH GRADE)	8	\$ 2,405
	GIRLS - (8TH GRADE)	8	\$ 2,405
CHEER	COED	8	\$ 2,405
CROSS COUNTRY	COED	8	\$ 2,405
	Over 30 athletes (REQUIRES 2 ADULTS)	7	\$ 2,104
SOCCER	BOYS - (7TH GRADE)	8	\$ 2,405
	BOYS - (8TH GRADE)	8	\$ 2,405
	GIRLS - (7TH GRADE)	8	\$ 2,405
	GIRLS - (8TH GRADE)	8	\$ 2,405
TRACK AND FIELD	COED	8	\$ 2,405
	Over 30 athletes (REQUIRES 2 ADULTS)	7	\$ 2,104
VOLLEYBALL	BOYS - (7TH GRADE)	8	\$ 2,405
	BOYS - (8TH GRADE)	8	\$ 2,405
	GIRLS - (7TH GRADE)	8	\$ 2,405
	GIRLS - (8TH GRADE)	8	\$ 2,405
WRESTLING	HEAD COACH	8	\$ 2,405
	BOYS ASSISTANT	7	\$ 2,104
	GIRLS ASSISTANT	7	\$ 2,104
BOYS FLAG FOOTBALL	HEAD COACH	8	\$ 2,405
	Over 30 athletes (REQUIRES 2 ADULTS)	7	\$ 2,104
GIRLS FLAG FOOTBALL	HEAD COACH	8	\$ 2,405
	Over 30 athletes (REQUIRES 2 ADULTS)	7	\$ 2,104
ATHLETIC DIRECTOR	BOYS AND GIRLS - COMBINED	22	\$ 6,613

ATHLETIC STIPENDS WILL BE PAID IN ACCORDANCE WITH THE FOLLOWING TIME SCHEDULE:

FALL SPORTS - PAID DECEMBER 10TH INCLUDES VOLLEYBALL AND SOCCER

WINTER SPORTS - PAID MARCH 10TH INCLUDES BASKETBALL

SPRING SPORTS - PAID JUNE 10TH INCLUDES SOCCER, WRESTLING, AND CROSS COUNTRY/TRACK

Board Approved: 5/12/2026

\$300.58 per unit effective July 1, 2026

Revised 6/18/2026
Board Approval 6/23/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED INTERSCHOLASTIC ATHLETIC STIPENDS PAY SCHEDULE - HIGH SCHOOL**

SPORT	LEVEL	UNITS AT \$300.58/UNIT	BASE STIPEND	POSITIONS (MINIMUM UNLESS OTHERWISE INDICATED)
BASEBALL	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Assistant (S)	21	\$6,312	
Basketball - Boys	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Freshmen Head	8	\$2,405	1
	Assistant (S)	13	\$3,908	
Basketball - Girls	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Freshmen Head	8	\$2,405	1
	Assistant (S)	13	\$3,908	
Cheerleader	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Freshmen Head	8	\$2,405	1
Cross Country	Varsity Head	18	\$5,410	1
	JV Head	10	\$3,006	1
	Assistant (S)	21	\$6,312	
	Over 35 Players	14	\$4,208	2
Field Hockey	Varsity Head	16	\$4,809	1
	JV Head	12	\$3,607	1
	Assistant (S)	5	\$1,503	
Football	Varsity Head	24	\$7,214	1
	JV Head	14	\$4,208	1
	Freshmen Head	10	\$3,006	1
	Assistant (S)	91	\$27,353	
	Over 35 Players	21	\$6,312	3
Golf	Boys	16	\$4,809	1
	Girls	16	\$4,809	1
Lacrosse - Boys	Varsity	21	\$6,312	1
	JV	12	\$3,607	1
Lacrosse - Girls	Varsity	21	\$6,312	1
	JV	12	\$3,607	1
Soccer - Boys	Varsity Head	21	\$6,312	1
	JV Head	10	\$3,006	1
	Assistant (S)	13	\$3,908	
Soccer - Girls	Varsity Head	21	\$6,312	1
	JV Head	10	\$3,006	1
	Assistant (S)	13	\$3,908	
Softball	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Assistant (S)	21	\$6,312	
Swimming	Varsity Head	18	\$5,410	1
	JV Head	10	\$3,006	1
	Assistant (S)	30	\$9,017	3
	Over 35 Players	22	\$6,613	3
Tennis - Boys	Varsity Head	16	\$4,809	1
	Assistant (S)	7	\$2,104	
Tennis - Girls	Varsity Head	16	\$4,809	1
	Assistant (S)	7	\$2,104	
Track & Field	Varsity Head	21	\$6,312	1
	Assistant (S)	56	\$16,832	3
	Over 35 Players	14	\$4,208	2

Revised 6/18/2026
Effective 7/1/2026
Board Approval 6/23/2026

APPENDIX C

VOLLEYBALL - GIRLS	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Freshmen Head	8	\$2,405	1
	Assistant(s)	13	\$3,908	
VOLLEYBALL - BOYS	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Assistant(s)	13	\$3,908	
WATER POLO - BOYS	Varsity Head	18	\$5,410	1
	JV Head	10	\$3,006	1
	Assistant(s)	3	\$902	
WATER POLO - GIRLS	Varsity Head	18	\$5,410	1
	JV Head	10	\$3,006	1
	Assistant(s)	3	\$902	
WRESTLING	Varsity Head	21	\$6,312	1
	Boys	12	\$3,607	1
	Girls	12	\$3,607	1
	Assistant(s)	10	\$3,006	2
MOUNTAIN BIKING	Head Coach	21	\$6,312	1
	Over 35 Players	12	\$3,607	1
FLAG FOOTBALL- GIRLS	Varsity Head	21	\$6,312	1
	JV Head	12	\$3,607	1
	Assistant(s)	5	\$1,503	
ATHLETIC DIRECTOR	Fall	17	\$5,110	1
	Winter	17	\$5,110	1
	Spring	17	\$5,110	1
TOTAL UNITS		1,255		

ATHLETIC STIPENDS WILL BE PAID IN ACCORDANCE WITH THE FOLLOWING TIME SCHEDULE:

FALL SPORTS - PAID DECEMBER 10TH INCLUDES CROSS COUNTRY, FOOTBALL, WATER POLO, GIRLS' TENNIS, GIRLS' VOLLEYBALL, GIRLS' GOLF AND FIELD HOCKEY, GIRL'S FLAG FOOTBALL.

WINTER SPORTS - PAID MARCH 10TH INCLUDE SOCCER, WRESTLING AND BASKETBALL.

SPRING SPORTS - PAID JUNE 10TH INCLUDE BASEBALL, STUDENT GOLF, SOFTBALL, SWIMMING, BOYS' TENNIS, TRACK AND BOYS' VOLLEYBALL.

Board Approved: 5/12/2026

Revised 6/18/2026
Effective 7/1/2026
Board Approval 6/23/2026

**SALINAS UNION HIGH SCHOOL DISTRICT
PROPOSITION 26/AMS STIPENDS PAY SCHEDULE - HIGH SCHOOL AND MIDDLE SCHOOL**

TYPE	LEVEL	UNITS AT \$300.58/UNIT STIPEND	BASE OR AMOUNT OTHERWISE INDICATED	POSITIONS (NUMBER OR AMOUNT OTHERWISE INDICATED)
Instrumental Coach*	PER INSTRUMENT	17	\$5,110	1
Play Coach*	PER TEAM	17	\$5,110	1
Dance/Ballet (in addition to regular teacher)*	PER GROUP-Per Semester	17	\$5,110	1
Visual Arts Show	PER Show (up to 3)	5	\$1,503	1
Summer Marching Band Camp	Per teacher	5	\$1,503	

\$ 300.58 Amount per unit. Use only for formula calculation

15329.58 76647.9

TOTAL UNITS 51

*Not to be combined with regular music/dance stipends. Extra stipends

Board Approved: 5/14/2024
6.45% Increase retroactive to July 1, 2023
These stipends are available only if prop 28 funding exists.

SVFT Proposal
May 12, 2022

Time: _____

SVFT proposes that the following stipends shall be added to Appendix C of this agreement as follows:

1. Upon two full seasons as a site-based intramural activity, middle school COED football may be added to the Certificated After School Athletic Stipends Pay Schedule (Appendix C) and over thirty (30) athletes (two adults required) stipend for COED flag football. This is a site administrative-based decision.
2. School farm supervisors (calendar year January - October): \$1,200 per month, pro-rated based on days served as farm supervisor), this stipend does NOT include mileage reimbursement from home to farm.
3. TPP logging by CTE instructors, career counselors, education specialists, and work experience coordinators \$50 per month.
4. Middle School athletic coordinator: \$6,000 per year (\$3,000 per semester).
5. New bargaining unit support providers: \$2,000 per year (\$1,000 per semester) per bargaining unit member assigned.
6. Psychologist, school social worker, and speech language pathologist intern support providers \$2,000 per year (\$1,000 per semester) for each District intern support provider (intern must be a current District employee.).
7. Move the mountain biking coaching stipend from the high school extra-duty/stipends schedule to the interscholastic athletics stipends schedule at the rate of twenty-one (21) units.
8. Middle school drama advisor: \$2,307 per year.
9. Co-teaching co-planning (if no shared preparation/period): \$2,250 per semester.
10. Co-teaching pre-planning: \$600 paid on August 10th pay warrant.
11. Co-teaching: \$1,000 per semester.

APPENDIX D – SAMPLE EVALUATION CALENDAR

Approximate Time Line	Activity	Persons
<u>First School Faculty Meeting</u>	Pre-Disseminate guidelines, processes, timelines, etc., to all certificated staff. Disseminate list of first conference for evaluators and evaluatees. (optional)	Bldg. Admin Bldg. Admin
<u>By Week 5</u>	Evaluatees to notify building administrators of desired additional evaluators (if any).	Evaluatees
<u>By Week 6</u>	Evaluators to provide evaluatees with the Personnel Planning and Evaluation Statement forms.	Evaluators
<u>By Week 7</u>	Evaluators to hold first conference with evaluatees to finalize the Personnel Planning and Evaluation Statements.	Evaluators & Evaluatees
<u>By Week 14</u>	First observations are to be completed and conferences held with written comments.	Evaluators & Evaluatees
<u>By Week 15</u>	If needed, conferences are to have taken place to assess & implement "Plan of Assistance".	Evaluators & Evaluatees
<u>By Week 16</u>	Evaluations due in Human Resources Office on first semester temporary teachers (if any).	Evaluators
<u>By Week 26</u>	Evaluation data due from Probationary, (Probationary, Temporary, & Other Non-Permanent) to evaluators.	Evaluatees & Non-permanent Employees
<u>By Week 27</u>	Second (final) conferences to be completed for all Probationary, Temporary, and other Non-Permanent employees.	Probationary, Temporary, & Non-Permanent Employees
<u>By Week 28</u>	Final evaluations for all Probationary, Temporary and other Non-Permanent employees due in Human Resources Office. or unit administrators to accompany evaluations	Evaluators

	recommending reemployment or dismissal of Probationary, Temporary, and/or other Non-Permanent employees.	
<u>By Week 30</u>	Second (final) conferences to be completed for all permanent employees scheduled for evaluation.	Evaluators and Evaluatees
<u>By Week 36</u>	Final Confidential Evaluation Reports for permanent employees delivered to Personnel Office. Copies given to employees no later than the end of week 36.	Evaluators
<u>By Week 40</u>	Final evaluation data due to evaluators from evaluatees for their files.	Evaluatees

APPENDIX E- SCHOOL CALENDAR

2026-2027 SUHSD Academic Calendar

July 2026							JULY							JANUARY							January 2027						
S	M	T	W	T	F	S	3 Fourth of July Observed 4 Fourth of July Holiday							1 New Year's Day Holiday 1-8 Winter Break 11 Certificated Work Day 12 First Day of Instruction Sem. 2 18 Martin Luther King Jr. Holiday							S	M	T	W	T	F	S
5	6	7	8	9	10	11								3 4 5 6 7 8 9							3	4	5	6	7	8	9
12	13	14	15	16	17	18								10 11 12 13 14 15 16							10	11	12	13	14	15	16
19	20	21	22	23	24	25								17 18 19 20 21 22 23							17	18	19	20	21	22	23
26	27	28	29	30	31		0							24 25 26 27 28 29 30							24	25	26	27	28	29	30
														13 31													
August 2026							AUGUST							FEBRUARY							February 2027						
S	M	T	W	T	F	S	3 Certificated PD Day 4 Certificated Work Day 5 First Day of Instruction							15 Presidents' Day Holiday							S	M	T	W	T	F	S
2	3	4	5	6	7	8															7	8	9	10	11	12	13
9	10	11	12	13	14	15															14	15	16	17	18	19	20
16	17	18	19	20	21	22															21	22	23	24	25	26	27
23	24	25	26	27	28	29															28						
30	31						19														19						
September 2026							SEPTEMBER							MARCH							March 2027						
S	M	T	W	T	F	S	7 Labor Day Holiday							22-26 Spring Break 26 Lincoln's Birthday Observed 28 Easter Sunday 29 Farmworkers Day Observed							S	M	T	W	T	F	S
6	7	8	9	10	11	12															7	8	9	10	11	12	13
13	14	15	16	17	18	19															14	15	16	17	18	19	20
20	21	22	23	24	25	26															21	22	23	24	25	26	27
27	28	29	30				21														28	29	30	31			
																					17						
October 2026							OCTOBER							APRIL							April 2027						
S	M	T	W	T	F	S	12 Fall Break / Classified PD Day														S	M	T	W	T	F	S
4	5	6	7	8	9	10															4	5	6	7	8	9	10
11	12	13	14	15	16	17															11	12	13	14	15	16	17
18	19	20	21	22	23	24															18	19	20	21	22	23	24
25	26	27	28	29	30	31	21														22	25	26	27	28	29	30
																					22						
November 2026							NOVEMBER							MAY							May 2027						
S	M	T	W	T	F	S	11 Veterans Day Holiday 23-27 Thanksgiving Break 26 Thanksgiving Holiday 27 Day After Thanksgiving Holiday							27 Student Minimum Day 28 Certificated Work Day 31 Memorial Day Holiday							S	M	T	W	T	F	S
1	2	3	4	5	6	7															2	3	4	5	6	7	8
8	9	10	11	12	13	14															9	10	11	12	13	14	15
15	16	17	18	19	20	21															16	17	18	19	20	21	22
22	23	24	25	26	27	28															23	24	25	26	27	28	29
29	30						15														19	30	31				
																					19 30 31						
December 2026							DECEMBER							JUNE							June 2027						
S	M	T	W	T	F	S	18 Minimum Day / Last Day of Instruction 21-31 Winter Break 24 Christmas Eve Holiday 25 Christmas Day Holiday 31 New Year's Eve Holiday							18 Juneteenth Observed 19 Juneteenth							S	M	T	W	T	F	S
6	7	8	9	10	11	12															6	7	8	9	10	11	12
13	14	15	16	17	18	19															13	14	15	16	17	18	19
20	21	22	23	24	25	26															20	21	22	23	24	25	26
27	28	29	30	31			14														27	28	29	30			
																					0						
Student Days Total 90							Student Days Total 90							Student Days Total 90							Total Student Days 180						

Progress Reports Due

1st Progress Report Due: Wednesday, September 9, 2026
 2nd Progress Report Due: Tuesday, November 17, 2026
 3rd Progress Report Due: Wednesday, February 17, 2027
 4th Progress Report Due: Tuesday, April 27, 2027

 No Classes	 Classified Holiday
 Collaboration Days	
 MS & HS Minimum Days	
 MS Minimum Days	
 First and Last Student Days	

Quarter/Semester Grades Due

Quarter 1 Grades Due: Wednesday, October 14, 2026
 Sem. 1 / Q2 Grades Due: Tuesday, December 22, 2026
 Quarter 3 Grades Due: Wednesday, March 31, 2027
 Sem. 2 / Q4 Grades Due: Tuesday, June 1, 2027

Classified Notes

July 3, 2026 Independence Day
 August 4, 2026 First Work Day for 182/183-Day Employees
 September 7, 2026 Labor Day
 October 12, 2026 Indigenous Peoples' Day
 October 12, 2026 Classified PD Day (Not a Required Day for 182-Day Employees)
 November 11, 2026 Veterans Day
 November 26, 2026 Thanksgiving Day November 27, 2026 Day After Thanksgiving
 December 24, 2026 Christmas Eve December 25, 2026 Christmas Day
 December 31, 2026 New Year's Eve January 1, 2027 New Year's Day
 January 11, 2027 Work Day for All Classified Employees
 January 18, 2027 MLK Jr. Day
 February 15, 2027 Presidents' Day
 March 26, 2027 Lincoln's Birthday Observed
 March 29, 2027 Farmworkers Day Observed
 May 27, 2027 Last Work Day for 182/183-Day Employees
 May 31, 2027 Memorial Day
 June 18, 2027 Juneteenth
 All Classified Employees receive one (1) floating holiday
 Classified 12-Month Employees receive a second floating holiday

APPENDIX F – COUNSELOR GUARANTEED SERVICES

A. Appointment, Term, and Remuneration:

The counselor shall be appointed upon the nomination of the Principal, with the recommendation of the Superintendent and by action of the Board of Trustees and shall be subject to the transfer and reassignment provision of the contract. Remuneration shall be by placement on the teachers' salary schedule.

B. Responsibilities:

When staffed in accordance with the provisions found in Article VI.L.1 of this agreement professional school counselors are certificated professionals and are uniquely qualified to address the developmental needs of all students. They deliver a comprehensive school counseling program encouraging all students' academic, career and personal/social development. The counselor structures activities to meet the needs of her/his assigned caseload; consults with teachers, staff, and parents to enhance their effectiveness in helping students; and works in collaboration with school staff to promote other educational programs. The counselor has specialized training in counseling and human behavior, whose main focus is on the optimum development and learning efficiency of the individual student. He/she is professionally prepared to assist and support teachers in their primary role of aiding individuals to learn efficiently and effectively.

C. COUNSELOR GUARANTEED SERVICES (AR 6164.2):

The District guarantees the following services by the Alternative Education Program and Comprehensive School Counseling Department:

1. Seventh and Eighth Grades:

- a.** Orientation to Middle School curriculum and requirements. This includes individual student planning such as a six-year plan.
- b.** Registration and student placement.
- c.** Share assessment data with parents, teachers, and students.

- d. Facilitate parent and/or student conferences, teacher or other educator conferences.
- e. Inform parents and students of progress towards promotion.
- f. Individual or group counseling.
- g. Handle referrals which are counseling in nature and comply with the "*Student Behavioral Manual*".
- h. Refer students to other school support services or community resources.
- i. Assist students in planning, monitoring, and managing their education, personal/social and career development goals.

2. **Ninth Grade:**

- a. Assist students with planning, monitoring, and managing their educational, personal/social and career development goals. This includes a four-year educational plan.
- b. Crisis intervention and individual and group counseling.
- c. Registration and student placement.
- d. Share proficiency and achievement test results.
- e. Completion of special grade checks when requested by parents.
- f. Orientation of high school curriculum and requirements.
- g. Address the immediate concerns of students through prevention,
intervention, and referral as needed.
- i. Inform parents and students of student's progress toward graduation and current status of UC A-G courses completed.

3. **Tenth Grade:**

- a. All services provided at the ninth grade.

3. Provide students planning and financial aid information, opportunities to meet with college representatives, and inform students of pre-college testing - P.S.A.T., S.A.T., A.C.T., etc.

4. **Eleventh Grade:**

- a. All services provided at the ninth and tenth grades.
- b. By the end of the eleventh grade, parents and students will be informed on student's progress toward graduation.

5. **Twelfth Grade:**

- a. All services provided at the ninth, tenth and eleventh grades.
- b. Provide parents and students a graduation status report at the beginning and at the end of the seventh semester, if a student is in danger of not graduating.
- c. Students will be given assistance with applications (such as scholarship, college, financial aid).

D. **CAREER COUNSELOR GUARANTEED SERVICES**

In collaboration with Alternative Education Programs and Comprehensive High School Counselors, Career Counselors shall provide employment readiness, career, and community or junior college activities as follows:

1. **Grade Level Services**

- a. 9th grade career assessment to inform four (4) year plan
- b. 10th grade career exploration
- c. 11th grade college/career options workshops & fairs
- d. 12th grade portfolio/interview workshops

e. College planning, presentations and appropriate assessments

f. College Admission, Scholarship Applications and Summer Bridge Programs

2. ROP/CTE Services

a. Work Permits: Career Counselors shall process Work Permits on the condition that a signed authorization from the Superintendent is maintained, stating that, in the processing of Work Permits, the member is an agent of the District and that the District shall, pursuant to the California Government Code, indemnify and hold harmless the employee for any actions arising out of the course and scope of employment.

b. Explanation of R.O.P. and other career choices

c. Students will be given assistance with job applications

d. Student recruitment and retention for ROP/CTE classes

e. ROP/CTE registration and orientation

f. ROP/CTE class balancing and master scheduling

g. Class presentations

h. Organize transportation

i. Support for low-level student discipline and organizing parent/teacher conferences

j. Student monitoring & contracts

k. Advisory meetings for ROP classes

l. ROP student of the month

APPENDIX G - ASSAULT ON STAFF

A. Assault Against School Employees:

Whenever any unit member is attacked, assaulted, or physically threatened by a student, the unit member and the Principal of the school concerned shall promptly report the incident to local law enforcement pursuant to Education Code Section 44014.

B. Grounds for Suspension or Expulsion:

Whenever the Principal determines that a pupil has caused, attempted to cause, or threatened to cause physical injury to a staff member, that pupil shall be suspended from school or recommended for expulsion if appropriate under Education Code Section 48900, 48900.5, 48915.5 and applicable federal law.

APPENDIX H – REPLACING, REPAIRING EMPLOYEES’ PROPERTY
(A.R. 4146.5, 4246.5, 4346.5)

- A. The administration is authorized to compensate employees for damage to their personal property when necessarily worn or carried if this damage is the result of activities in the pursuit of their employment and not the result of negligence of the employee.
- B. The administration is authorized to compensate employees or persons for loss, destruction, or damage of personal property used in the schools of the District if caused by arson, burglary, or vandalism. Compensation will be made only for materials which the District requires an employee to furnish as a condition of employment or which have been approved by the appropriate manager as vitally needed materials not available from the District and for which a fair value has been established in writing prior to approval by the manager.
- C. When a bargaining unit member identifies that a locking cabinet is needed to secure their personal items and other materials, the bargaining unit member shall meet with their site administrator to find a mutually agreed site-based solution.
- D. Workspace sharing conditions:
 - 1. All certificated bargaining unit members who share a classroom during the same instructional period shall be provided with their own employee desks/tables and chairs. Certificated members who share a classroom shall be provided a lockable storage place consistent with C above.
 - 2. All bargaining unit members who are SLPs, Psychologists, Social Workers, Intervention Specialists shall have their own work stations, chairs, lockable storage space consistent with C above, and, when confidentially is required, a confidential space shall be made available.

9/2015

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION**
Athletic Director
FINAL

Original – Human Resources
Copy 1 – Evaluatee
Copy 2 - Evaluatee

Evaluatee: _____ Position: _____ School: _____

All Standards will be evaluated.

Evaluator: _____ Position: _____ School Year: _____

Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient

**UNSATISFACTORY PERFORMANCE IN STANDARDS 1 THROUGH 5 REQUIRES REFERRAL TO PARAS PER ED CODE 44500
AND ALSO CONSTITUTES AN UNSATISFACTORY SUMMATIVE EVALUATION**

STANDARD I – Athletic directors provide leadership and facilitate a shared vision of high-quality athletic programs that support achievement for all student athletes.	RATING	Commendations/recommendations/evidence
- Facilitates the development, implementation, and stewardship of a quality athletic program - Extends his/her mission beyond the academic growth of students - Develops the leadership capacity of staff to share the responsibility for implementing an athletic plan		

FINAL	
STANDARD II - Athletic directors ensure a high-quality athletic program is developed, articulated, and implemented.	RATING
• Is knowledgeable about current practices and methods in regards to safety, facilities management, etc. • Communicates his/her knowledge clearly to coaches, students, and staff • Uses comprehensive, collaborative planning skills to design effective athletic programs and instruction • Promotes high expectations for the delivery of quality programs and services	Commendations/recommendations/evidence

FINAL

STANDARD III - Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.	RATING	Commendations/recommendations/evidence
• Manages operations and resources to ensure a safe, efficient athletic program • Coordinates human and material resources to improve and support the athletic program • Develops and supervises efficient processes in order to maximize performance • Contributes to the smooth functioning of the school environment (Moved from Standard VII below)		

FINAL

STANDARD IV - Athletic directors assess and analyze data to develop and adapt plans that enhance the athletic program.		RATING	Commendations/recommendations/evidence
• Observes coaches on a regular basis to provide feedback • Monitors student progress in athletics • Attends events to gather data regarding the athletic program			

FINAL

STANDARD V - Athletic directors are committed to continuous improvement and professional development.		RATING	Commendations/recommendations/evidence
• Seeks and uses feedback and reflects on his/her leadership • Draws upon sports management research and strategies in the delivery and enhancement of the athletic program • Is an active member of professional learning communities • Actively pursues professional growth and educational experiences			

FINAL

STANDARD VII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
- Attendance at department meetings - Attendance at faculty meetings, as necessary - Fulfillment of other contractual duties under Article VII - Attendance required at parent conferences		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
Athletic Director**

Original – Human Resources
Copy 1 - Evaluatee
Copy 2 - Evaluator

EVALUATION PLANNING GUIDE

Evaluatee:	Position:	School:
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All Standards will be evaluated.

Evaluator:	Position:	School Year:
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Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

STANDARD I – Athletic directors provide leadership and facilitate a shared vision of high-quality athletic programs that support achievement for all student athletes.	OBJECTIVES	EVIDENCED BY
- Facilitates the development, implementation, and stewardship of a quality athletic program - Extends his/her mission beyond the academic growth of students - Develops the leadership capacity of staff to share the responsibility for implementing an athletic plan		

STANDARD II - Athletic directors ensure a high-quality athletic program is developed, articulated, and implemented.	OBJECTIVES	EVIDENCED BY
• Is knowledgeable about current practices and methods in regards to safety, facilities management, etc. • Communicates his/her knowledge clearly to coaches, students, and staff • Uses comprehensive, collaborative planning skills to design effective athletic programs and instruction • Promotes high expectations for the delivery of quality programs and services		
STANDARD III - Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.	OBJECTIVES	EVIDENCED BY
• Manages operations and resources to ensure a safe, efficient athletic program • Coordinates human and material resources to improve and support the athletic program • Develops and supervises efficient processes in order to maximize performance • Contributes to the smooth functioning of the school environment (Moved from Standard VII below)		

STANDARD IV - Athletic directors assess and analyze data to develop and adapt plans that enhance the athletic program.	OBJECTIVES	EVIDENCED BY
• Observes coaches on a regular basis to provide feedback • Monitors student progress in athletics • Attends events to gather data regarding the athletic program		

STANDARD V - Athletic directors are committed to continuous improvement and professional development.	OBJECTIVES	EVIDENCED BY
• Seeks and uses feedback and reflects on his/her leadership • Draws upon sports management research and strategies in the delivery and enhancement of the athletic program • Is an active member of professional learning communities • Actively pursues professional growth and educational experiences		

STANDARD VI - Athletic directors exhibit a high degree of professionalism.	OBJECTIVES	EVIDENCED BY
- Understands and responds to cultural, economic, and other factors that influence the success of the athletic program - Views himself/herself as a leader in the educational community - Acts as liaison between or among various entities and stakeholders - Represents the interests of the program and school system when engaging with local, state, national, and governmental groups/agencies.		

STANDARD VII – Required Duties and Professional Responsibilities	OBJECTIVES	EVIDENCED BY
- Attendance at department meetings - Attendance at faculty meetings, as necessary - Fulfillment of other contractual duties under Article VII - Attendance required at parent conferences		

Additional Comments/Evaluated:

--

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

- Promoting critical thinking through inquiry, problem solving, and reflection - Monitoring student learning and adjusting instruction while teaching		
STANDARD II - CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	PLANS FOR GROWTH	EVIDENCED BY
- Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully - Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students - Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe - Creating a rigorous learning environment with high expectations and appropriate support for all students - Developing, communicating, and maintaining high standards for individual and group behavior - Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn - Using instructional time to optimize learning		
STANDARD III - UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	PLANS FOR GROWTH	EVIDENCED BY
Demonstrating knowledge of subject matter, Academic Content Standards, and curriculum frameworks		

• Applying knowledge of student development and proficiencies to ensure student understanding of subject matter • Organizing curriculum to facilitate student understanding of the subject matter • Utilizing instructional strategies that are appropriate to the subject matter • Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to all students • Addressing the needs of English learners and students with special needs to provide equitable access to the content		
STANDARD IV - PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS • Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction • Establishing and articulating goals for student learning • Developing and sequencing long-term and short-term instructional plans to support student learning • Planning instruction that incorporates appropriate strategies to meet the learning needs of all students • Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	PLANS FOR GROWTH	EVIDENCED BY

STANDARD V - ASSESSING STUDENTS FOR LEARNING	PLANS FOR GROWTH	EVIDENCED BY
• Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families		
STANDARD V - ASSESSING STUDENTS FOR LEARNING	PLANS FOR GROWTH	EVIDENCED BY
• Applying knowledge of the purposes, characteristics, and uses of different types of assessments • Collecting and analyzing assessment data from a variety of sources to inform instruction • Reviewing data, both individually and with colleagues, to monitor student learning • Using assessment data to establish learning goals and		

to plan, differentiate, and modify instruction • Involving all students in self-assessment, goal setting, and monitoring progress • Using available technologies to assist in assessment, analysis, and communication of student learning • Using assessment information to share timely and comprehensible feedback with students and their families		
STANDARD VI - DEVELOPING AS A PROFESSIONAL EDUCATOR • Reflecting on teaching practice in support of student learning • Establishing professional goals and engaging in continuous and purposeful professional growth and development • Collaborating with colleagues and the broader professional community to support teacher and student learning • Working with families to support student learning • Engaging local communities in support of the instructional program • Managing professional responsibilities to maintain motivation and commitment to all students • Demonstrating professional responsibility, integrity, and ethical conduct	PLANS FOR GROWTH	EVIDENCED BY

STANDARD VII – REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	PLANS FOR GROWTH	EVIDENCED BY
• Fulfillment of adjunct duties • Attendance at department meetings • Attendance at faculty meetings • Fulfillment of other contractual duties under Article VII Attendance required at parent conferences		

Additional Comments/Evaluated:

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

SALINAS UNION HIGH SCHOOL DISTRICT CERTIFICATED PERSONNEL EVALUATION

Original – Human Resources
Copy 1 – Evaluator
Copy 2 - Evaluatee

FINAL

Evaluatee: _____ Position: _____ School: _____

All Standards will be evaluated.

Evaluator: _____ Position: _____ School Year: _____

Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient

**UNSATISFACTORY PERFORMANCE IN STANDARDS I THROUGH V REQUIRES REFERRAL TO PAR AS PER ED CODE 44500
AND ALSO CONSTITUTES AN UNSATISFACTORY SUMMATIVE EVALUATION**

STANDARD 1 – Engaging and Supporting All Students in Learning	RATING	Commendations/recommendations/evidence
a. Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning. b. Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social-emotional, and physical and developmental capacities, in the service of increasing active engagement in learning. c. Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning.		

FINAL

d. Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student.	
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STANDARD II - Creating and Maintaining Effective Environments for Student Learning	RATING	Commendations/recommendations/evidence
a. Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social-emotional growth. b. Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive. c. Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. d. Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences—to ensure that students' identities are included in classroom interactions and future learning experiences.		

FINAL

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	RATING	Commendations/recommendations/evidence
a. Teachers identify, organize, and teach key concepts, underlying theories, and relationships that address pre-K-12 core content standards and local subject- and grade-level expectations, and also promote students' social-emotional and language development. b. Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. c. Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social-emotional concepts, to promote each learner's growth. d. Teachers elevate learning experiences, enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. e. Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social-emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.		

FINAL

STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students	RATING	Commendations/recommendations/evidence
a. Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, needs for growth, and interests. b. Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. c. Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. d. Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.		

FINAL

STANDARD V - Assessing Students for Learning	RATING	Commendations/recommendations/evidence
a. Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. b. Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social-emotional learning. c. Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. d. Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.		

FINAL

STANDARD VI - Developing as a Professional Educator	RATING	Commendations/recommendations/evidence
a. Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. b. Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social-emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. c. Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social-emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. d. Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. e. Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being. f. Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. g. Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.		

FINAL

STANDARD VII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
a. Fulfillment of adjunct duties b. Attendance at department meetings c. Attendance at faculty meetings d. Fulfillment of other contractual duties under Article VII e. Attendance required at parent conferences		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Date _____ Signature Evaluator _____ Date _____ Signature Evaluator _____

Print Name – Eevalutee _____ Print Name – Eevaluator _____

SALINAS UNION HIGH SCHOOL DISTRICT
COUNSELING PERSONNEL EVALUATION
PLANNING GUIDE

Standards I - VII are from the National Standards for School Counseling Programs

Evaluatee: _____ Position: _____ School: _____

All Standards will be evaluated.

Evaluator: _____ Position: _____ School Year: _____

Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

STANDARD I - ENGAGING AND SUPPORTING ALL STUDENTS IN ACADEMIC DEVELOPMENT	OBJECTIVES	EVIDENCED BY
A. The counselor assists students to acquire the attitudes, knowledge and skills that contribute to effective learning in school and across the life span. • <i>Presenting relevant information for academic and post high school planning</i> • <i>Using a variety of strategies and resources to respond to students' diverse needs</i> • <i>Providing information, support and assistance in the development of educational and post high school plans</i> • <i>Using guidance and counseling strategies to promote good decision-making by students and parents for academic and post high school choices</i> • <i>Evaluates student progress, attendance and behavior to determine correct placement in regular program and/or refer to alternative education program</i> • <i>Participates in student/parent/teacher conferences to serve as an informational resource regarding student progress</i>		

B. The counselor supports students to complete school with academic preparation essential to choose from a wide range of substantial post-secondary options, including college. • Disseminating guidance information for students and parents using a variety of methods and formats to students and parents • Articulating promotion/graduation and vocational and college entrance requirements to students and parents • Assisting students and parents to ensure the student's educational plan meets stated educational/vocational goals • Monitors each student's progress toward the completion of graduation/promotion • Inform parents and students about student progress toward promotion and graduation • Coordinates guidance services as appropriate to ensure proper placement in and use of district coordinated programs.	
C. The counselor helps students understand the relationship of academics to the world of work and to life at home and in the community. • Connecting students' prior knowledge, life experiences and interests with academic/vocational goals • Encouraging students to use their skills and abilities in their home and community • Assisting students to develop an awareness of academic, personal, and social responsibilities in school and how it relates to the world of work • Providing services to students and parents regarding student performance in school. • Coordinating with ROP staff to provide all students with the opportunity to participate in a career assessment and occupational exploration through the site career center	

STANDARD II - ASSISTING STUDENTS IN CAREER DEVELOPMENT	OBJECTIVES	EVIDENCED BY
A. The counselor assists students to acquire the skills to investigate the world of work in relation to knowledge of self and to make informed career decisions. • <i>Presenting relevant information for career planning</i> • <i>Providing information and support for making career plans</i> • <i>Monitoring middle school academic progress and high school four-year plans and update as needed</i> B. The counselor supports students to use strategies to achieve future career success. • <i>Disseminating guidance information using a variety of methods and formats</i> • <i>Provide information and assistance with college applications, planning for career opportunities, scholarships, financial aid, pre-college testing (such as SAT and ACT test, etc.)</i> C. The counselor helps students understand the relationship between personal qualities, education and training, and the world of work • <i>Connecting students' prior knowledge, skills, abilities, life experiences and interests with academic/vocational goals</i> • <i>Assisting students to develop an awareness of personal academic/vocational responsibilities in school and how it relates to the world of work (ROP Coordinators)</i> • <i>Providing consultative services to students, parents and appropriate staff regarding student performance in school</i> • <i>Informing students of business/industry partnerships to foster career development for students (ROP Coordinators)</i>		

STANDARD III - FACILITATING THE PERSONAL AND SOCIAL DEVELOPMENT OF STUDENTS	OBJECTIVES	EVIDENCED BY
A. The counselor assists students in acquiring the attitudes, knowledge and interpersonal skills to help them understand and respect self and others. • <i>Helping students to understand, accept and express their uniqueness and appreciate it in others</i> • <i>Counseling students as to the development of appropriate behaviors leading to academic success</i> • <i>Demonstrates understanding of students' cultural heritage.</i> • <i>Utilizes understanding to assist students in acquiring skills and knowledge needed to make a successful transition from middle school to high school and high school to post secondary life</i> B. The counselor assists students in making decisions, setting goals and taking the necessary action to achieve their goals. • <i>Counseling students about goal setting, prioritizing, and acting to achieve and personal short- and long-range goals (Group setting appropriate)</i> • <i>Models respect and appreciation for individual and cultural differences</i> C. The counselor assists students in understanding safety and survival skills. • <i>Guiding students as to the difference between appropriate and inappropriate physical contact</i> • <i>Identifying school and community resources available to students to assist them with problem-solving</i> • <i>Helping students to differentiate between situations requiring peer support and those that require adult professional help</i> • <i>Provide limited personal counseling including crisis counseling, suicide prevention, teen pregnancy, etc</i> • <i>Providing information to students about the emotional and physical dangers of substance use and abuse</i> • <i>Intervenes or refers students for intervention for tobacco and controlled substance related use and problems. Counsels students as to the effects of such behavior on present and future successes in life</i>		

STANDARD IV - USING TEST DATA TO SUPPORT STUDENT DEVELOPMENT	OBJECTIVES	EVIDENCED BY
A. The counselor assists students to understand test data as it relates to the development of personal goals. • <i>Helping students understand the purposes of testing and its relationship to student decision-making and goal setting</i> • <i>Interpret tests and assessment data and other appraisals for students and parents</i> • <i>Using a variety of student data sources to assess student performance and progress toward individual goals, meeting promotion/graduation requirements and post secondary options</i> B. The counselor collaborates with administration for the planning and evaluation of site testing. • <i>Provides assistance to the administration for the planning of district/state group standardized testing</i> • <i>Participate with administration in the evaluation of group district/state testing model process</i>		
STANDARD V - INVOLVING PARENTS IN THE SUPPORT SERVICES PROCESS	OBJECTIVES	EVIDENCED BY
A. The counselor actively involves parents in providing student services. • <i>Developing and reviewing academic and/or vocational plans</i> • <i>Providing regular information regarding student academic progress</i> • <i>Involving and guiding students in assessing their own learning</i> • <i>Communicates availability of scholarships and assists students and parents to apply for post secondary scholarships</i> B. The counselor acts as an informational resource for support services in the community. • <i>Informing parent of community resources for academic or personal concerns, as needed</i> • <i>Developing and maintaining positive working relationships with representatives of community resources</i> • <i>Refers students and parents to available community resources as needed</i>		

STANDARD VI - DEVELOPING AS A PROFESSIONAL EDUCATOR	OBJECTIVES	EVIDENCED BY
• <i>Reflecting on counseling practice and planning professional development.</i> • <i>Establishing professional goals and pursuing opportunities to grow professionally.</i> • <i>Working with communities to improve professional practice.</i> • <i>Working with families to improve professional practice.</i> • <i>Working with colleagues to improve professional practice.</i> • <i>Balancing professional responsibilities/maintaining motivation</i>		
STANDARD VII - REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	OBJECTIVES	EVIDENCED BY
• <i>Fulfillment of adjunct duties</i> • <i>Attendance at department meetings</i> • <i>Attendance at faculty meetings</i> • <i>Fulfillment of other contractual duties under Article VII.</i> • <i>Attendance required at parent conferences</i>		

Additional Comments/Evalutee:		
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Date _____ Signature Evaluator _____ Date _____ Signature Evaluator _____

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
Professional Developer
FINAL**

Evaluatee: _____ Position: _____ School: _____

All Standards will be evaluated.

Evaluator: _____ Position: _____ School Year: _____

Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient

UNSATISFACTORY PERFORMANCE IN STANDARDS I THROUGH VI CONSTITUTES AN UNSATISFACTORY SUMMATIVE EVALUATION

STANDARD I– Effective professional development is purposeful and structured.	RATING	Commendations/recommendations/evidence
- Goals/objectives of professional development are clear, focused and aligned with district/site goals and academic standards - Professional development includes time for teacher planning, implementation, reflection, evaluation, and revision - Professional Development builds on and makes connections to prior knowledge		

FINAL

STANDARD II- Effective professional development is informed by multiple sources of data.	RATING	Commendations/recommendations/evidence
- Research and data are included in professional development to establish rationale and support for the goal/objective or target instructional practice - Program, state, and/or national data related to student achievement are analyzed to help determine the focus and content for professional development - Data regarding the implementation of district initiatives or best practices is analyzed to inform professional development - Data from evaluations of previous professional development are analyzed to determine the focus and content for future professional development		
STANDARD III- An effective professional developer utilizes best practices to provide varied learning experiences in professional development.	RATING	Commendations/recommendations/evidence
- The professional developer structures ongoing opportunities for educators to work together while incorporating communication technologies to broaden the scope of collaboration, when possible - The professional developer considers participating educators' knowledge/skill when planning and delivering professional development - The professional developer understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront - The professional developer demonstrates positive expectations for student learning - The professional developer applies concepts of adult learning and motivation in order to meet the needs of staff that are in various stages of their careers - The professional developer uses varied group configurations and presentation formats as needed to engage adult learners.		

FINAL

STANDARD IV - Effective professional development results in the acquisition, enhancement or refinement of skills and knowledge.	RATING	Commendations/recommendations/evidence
- Professional development supports the study, evaluation and integration of relevant and current best practices and research <u>into</u> practice - Professional development enhances knowledge, skills and understanding of instructional strategies appropriate to specific content, and addresses the needs of diverse learners, including English Learners and Students with Disabilities - Professional development ensures that all educators understand various types of assessments to measure student learning - Professional development provides educators with tools to engage students and communities in improving student achievement		
STANDARD V - Effective professional development is evaluated by its short- and long-term impact on professional practice and achievement of all students.	RATING	Commendations/recommendations/evidence
- Professional development is evaluated by assessing levels of participant satisfaction with the process - Professional development is evaluated by content learned and teacher readiness to implement content learned - Professional development is evaluated by evidence of new skills applied to practice - Professional development is evaluated on its impact on achievement of all students		

FINAL

STANDARD VI - Developing as a Professional Developer	RATING	Commendations/recommendations/evidence
• Reflects on practice in support of teacher and student learning • Establishes professional goals and engages in continuous and purposeful professional growth and development • Acts in a manner that demonstrates and models openness to new ideas • Collaborates with colleagues and the broader professional community to support teacher and student learning • Engages local communities in support of the instructional program • Manages professional responsibilities to maintain motivation and commitment • Demonstrates professional responsibility, integrity, and ethical conduct		
STANDARD VII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
• Attends expected organizational meetings • Fulfills adjunct duty obligations at one or more sites • Attends assigned steering committee meetings		

SALINAS UNION HIGH SCHOOL DISTRICT

PROFESSIONAL DEVELOPER

FINAL

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

Bibliography

International Reading Association. (2006). *Standards for Middle and High School Literacy Coaches*. Newark, DE: Author.

Learning Forward. (2011). *Standards for Professional Learning*. Oxford, OH: Author.

"Ohio Standards for Professional Development." *Organizing for High Quality Professional Development*. Ohio Department of Education, 1 May 2013. Web. 21 Apr. 2015.

FINAL

STANDARD II - NURSING PROCESS Uses a systematic approach to problem-solving in nursing practice.	RATING	Commendations/recommendations/evidence
- Assessment: using appropriate techniques, collects and documents information regarding students, families, staff members, health care providers, organizations, and/or the community in a systematic, continuous manner. - Analysis: analyzes assessment data to allow for arrival at conclusions which can be validated, are documented and facilitate the development of a plan of care and acceptable outcomes. - Identify Outcomes: specifies measurable, appropriate, attainable and timely goals, derived from the diagnosis, which have been provided by client's medical provider and/or client's family and which are documented and provide for continuity of care. - Plan: develops a plan of care in which the use of nursing interventions, designed to attain mutually formulated outcomes unique to the client, is documented. - Implement: executes, and adequately documents, the interventions noted in a plan of care in a safe, appropriate manner. - Evaluate: systematically and continuously appraises client responses to prescribed interventions and the efficacy of interventions in relation to developed outcomes. Documents and uses evaluation data to revise plan of care as appropriate.		

FINAL

STANDARD III – CLIENT WITH SPECIAL HEALTH NEEDS Contributes to the education of the client with special health needs by assessing the client, planning and providing nursing care, and evaluating the identified outcomes of care.	RATING	Commendations/recommendations/evidence
• Possesses contemporary knowledge of areas related to the delivery of nursing care to students with special health needs. • Conducts holistic nursing assessments of each student or child with special health needs. • Participates in and presents findings and recommendations at (IEP's, 504, SST, PTC) • Participates in the development of the educational plan or Individualized Family Service plan as appropriate to child's needs. • Develops and implements nursing plan of care. • Monitors on-going health status of students' with special health needs and uses information gathered to work with team to adjust students' educational program as needed. • Acts as an advocate for the child with special health needs. • Acts as an advocate for the family of the child with special health needs as necessary and appropriate. • Provides education and information essential for facilitating normalization of the student's educational experiences to parents, teachers and other staff when appropriate. • Provides information to parents of students with special health needs regarding school policy and procedures related to their child and the child's condition. • Performs skilled nursing procedures, as necessary, in a safe, competent and efficient manner. • Advises and supports others in the performance of skilled nursing procedures where permitted by state and local law and state Nurse Practice Act.		

- Demonstrates knowledge of the legal and ethical aspects of nursing practice.
- Maintains professional responsibility, accountability, and behavior.
- Pursues continued professional growth and development through educational programs and national certification.
- Participates in school nurse professional activities at local, state, and national levels.

11/11/2024

SCHOOL NURSE PERSONNEL EVALUATION

SALINAS UNION HIGH SCHOOL DISTRICT

FINAL RATING		Commendations/recommendations/evidence
STANDARD V – PROGRAM MANAGEMENT Establishes and maintains a comprehensive school health program. • Participates in the coordination of nursing, health, or health education programs and their personnel as appropriate. • Develops and implements health policies and procedures in collaboration with school administration and the Board of Education. • Identifies current and potential health problems for individual and the school as a community and the need for new health programs using systematic needs assessment techniques. • Demonstrates knowledge of district policy and local and state and federal laws related to existing and potential school health programs. • Orients, supports, and advises health technicians, instructional aides and others involved in health services delivery as appropriate.		

FINAL		RATING	Commendations/recommendations/evidence
STANDARD VII – COLLABORATION WITHIN SCHOOL SYSTEM & COMMUNITY HEALTH SYSTEM, COMMUNICATION			
Collaborates with other school professionals, parents, members of the community, and caregivers to meet the health, developmental, and educational needs of clients. Utilizes knowledge of community health systems and resources to function as school liaison. • Advises on the delineation roles and responsibilities of related personnel. • Collaborates with parents or caregivers regarding self-care issues of students/clients. • Collaborates with other school personnel to meet student health, developmental, and educational needs. • Makes home visits, as necessary, to collect data, plan, implement, and/or evaluate client care. Participate in community health activities as a representative of the school system. • Advises administrators and the Board of Education of collaborative plans of care for students as necessary. • Communicates and networks with community health providers regarding client interventions as appropriate. Demonstrates sensitivity to values of students, families, and staff. • Participates in and encourages the development of interagency care plans to facilitate cohesive intervention with clients. • Functions as a liaison for the school in on-going school-community collaborative health projects. • Uses communication as a positive strategy to achieve nursing goals. • Employs counseling techniques and crisis intervention strategies in interventions with individuals and groups as appropriate.			

FINAL

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

**SALINAS UNION HIGH SCHOOL DISTRICT
SCHOOL SOCIAL WORKER EVALUATION
EVALUATION PLANNING GUIDE**

Original – Human Resources
Copy 1 - Evaluatee
Copy 2 - Evaluator

Adapted from the [SUHSD School Social Worker job description](#), the [California Pupil Personnel Services: School Social Work Performance Expectations](#), (May 2020) and the [NASW Standards for School Social Work Services](#) (2013).

Evaluatee:	Position:	School:
Evaluator:	Position:	School Year:

Current Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ PAR

All areas will be evaluated.

Ethical & Professional Behavior (SSWPE 1)	PLANS FOR GROWTH	EVIDENCED BY
- Understand professional ethics and make decisions by using relevant school district laws and regulations, and models for ethical decision-making that are appropriate for school settings by striving to become and remain proficient in professional practice and advance the values, ethics, knowledge, and mission of the school social work profession. - Understand and apply all applicable federal and state laws and regulations as well as federal and state rules and regulations related to confidentiality, specifically with regards to minor consent laws as they relate to practice in educational settings. - Utilize technology ethically and appropriately, to promote student/client safety and to protect the confidentiality of students/clients.		

Understand and apply the relevant laws related to minors from the Education Code, Welfare and Institution Code including Child Abuse Reporting, Code of Regulations, and Penal Code.		
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Engage Difference & Diversity in Practice (SSWPE 2)	PLANS FOR GROWTH	EVIDENCED BY
- Understand how social identity, intersectionality, socioeconomic status, citizenship status, resiliency, human development, community-based factors, and ecological factors are related to differential student performance and achievement, particularly with groups that have been historically marginalized. - Reflect on personal beliefs and practice and how they are influenced by these diverse factors. - Utilize this understanding with students, caregivers and families, teachers, school staff, school district employees, administrators, and the programs and resources of the community to advocate for more culturally responsive services in the school community.		

Promote Social Justice & Equity (SSWPE 3)	PLANS FOR GROWTH	EVIDENCED BY
- Promote social justice, human rights, equity, and inclusion with all students and their families, especially with underserved and marginalized groups of students. - Understand district and school disciplinary practices, with particular attention to the historically disproportionate way they have been applied, and advocate for consistent, equitable, fair, positive, and restorative enforcement. - Work collaboratively with teachers, school personnel, administrators, and other members of the multidisciplinary team to promote a climate and culture conducive to student connection/engagement with the school by addressing barriers and advocating for equitable services for all students, families, and their communities.		

Engage in Practice-informed Research and Research-informed Practice (SSWPE 4)	PLANS FOR GROWTH	EVIDENCED BY
- Use data to inform practice, such as school system records and other information to identify and raise awareness of systematic racism and social injustice, chronic absenteeism, differential student performance, mental health, and disciplinary practices. - Utilize feedback and identify trends to inform practice with students, families, and groups; and to inform research on school social work practice outcomes that impact the school community. - Research and identify effective practices to inform specific school-based interventions, including the use of strategies to re-engage disconnected students to the educational process.		

Engage in Policy Practice (SSWPE 5)	PLANS FOR GROWTH	EVIDENCED BY
- Work collaboratively to identify the needs of the school community and subsequently advocate for policies, programs, and strategies to address those needs. - Understand how district, local, state, and federal policies, practices, procedures, and funding sources affect student socioemotional wellbeing.		

ENGAGE with Students, Families, Groups, Organizations & Communities (SSWPE 6)	PLANS FOR GROWTH	EVIDENCED BY
- Engage and develop effective relationships with students, families, school personnel, and other PPS service providers, and the school community. - Facilitate effective and appropriate communication, coordination, collaboration, and advocacy planning with teachers, and other learning support providers, including other PPS professionals, as needed to address student needs. - Provide caring and supportive relationships, establish high expectations, and create innovative opportunities		

for students to be involved and contribute to the school community. Assist the school in providing a range of culturally responsive opportunities, services, and supports, as well as positive practices to reinforce regular attendance, including strategies to re-engage emotionally, behaviorally, and academically disconnected students.		
ASSESS Students, Families, Groups, Organizations & Communities (SSWPE 7) - Assess the social and emotional needs, strengths, risks and protective factors of students and families. - Assess the existing services of the school, [e.g., Positive Behavioral Interventions and Supports (PBIS), school mental health programs, plans for students with disabilities, community-based programs, multi-tiered systems of support (MTSS)] to improve student learning, behavior, achievement, and well-being. - Utilize consultation and review school-based data as a method of assessing students' needs to help identify patterns of behavior, attendance, achievement, and other factors that may require intervention.	PLANS FOR GROWTH	EVIDENCED BY
INTERVENE COLLABORATIVELY with Students, Families, Groups, Teachers, School Staff, Organizations & the Community (SSWPE 8) - Select evidence informed social work interventions including mental health counseling/therapy, case management, group work, community organization, and crisis intervention methods that fit the ecological perspective with students and families. - Consult and collaborate with the PPS team and others in the school community to promote positive discipline, trauma-informed practices, and culturally-responsive	PLANS FOR GROWTH	EVIDENCED BY

practices that contribute to social and emotional well-being.		
• Demonstrate skills in advocacy, collaborative consultation, case management, and coordinating services as part of multi-tiered system of supports (MTSS) that enhance school climate, wellness, and attendance improvement interventions. • Collaborate with other school personnel to identify students with attendance barriers as early as possible and initiate appropriate actions and interventions to re-engage disconnected students and families to the educational process. • Collaborate with the PPS team and other school personnel and community support providers to plan and implement systematic school safety models that address positive school climate which include crisis prevention, intervention, and postvention (MTSS).		

EVALUATE INTERVENTIONS with Students, Families, Groups, Teachers, School Staff, Organizations & the Community (SSWPE 9)	PLANS FOR GROWTH	EVIDENCED BY
• Understand and utilize quantitative and/or qualitative data and feedback from students, teachers, caregivers, and other providers in an on-going way to evaluate practices and modify approaches as appropriate. • Understand and utilize disaggregated data to evaluate intervention outcomes with groups of students, which can inform future practices.		

Professional Growth & Development (SSWPE 10)	PLANS FOR GROWTH	EVIDENCED BY
• Incorporate social work theory, research, and other information related to student learning in the context of school, family, and community environments. • Understand the effects of health, mental health, developmental factors, language, cultural variables,		

diversity, socioeconomic status, spirituality, the impact of trauma and oppression, factors of resiliency and different abilities on student development. Utilize this understanding to inform engagement, assessment, intervention, and evaluation of outcomes.		
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Other Assigned Duties	PLANS FOR GROWTH	EVIDENCED BY
- Fulfillment of appropriate adjunct duties (any duty that would create a dual-relationship situation should be avoided) - Attendance at wellness center and district job-alike meetings - Attendance at staff meetings - Fulfillment of other contractual duties under Article VII - Attendance required at meetings involving students in the caseload, such as (but not limited to) student study team, IEP, and behavior review committee meetings		

Additional Comments/Evalutee:

Signature Evaluatee: _____

Date: _____

Print Name: _____

Signature Evaluator: _____

Date: _____

Print Name: _____

SALINAS UNION HIGH SCHOOL DISTRICT School Social Worker

School Social Worker Final Evaluation
Original – Human Resources
Copy 1 - Evaluatee
Final Evaluation
Copy 2 - Evaluator

Evaluatee:	Position:	School:
Evaluator:	Position:	School Year:

Current Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ PAR

Rating: ☐ U=Unsatisfactory ☐ NI=Needs Improvement ☐ P=Proficient

All standards will be evaluated. Unsatisfactory performance in standards 1-9 requires referral for support (such as PAR) as per Ed Code 44500 and also constitutes an unsatisfactory summative evaluation.

Ethical & Professional Behavior (SSWPE 1)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Understand professional ethics and make decisions by using relevant school district laws and regulations, and models for ethical decision-making that are appropriate for school settings by striving to become and remain proficient in professional practice and advance the values, ethics, knowledge, and mission of the school social work profession. - Understand and apply all applicable federal and state laws and regulations as well as federal and state rules and regulations related to confidentiality, specifically with regards to minor consent laws as they relate to practice in educational settings. - Utilize technology ethically and appropriately, to promote student/client safety and to protect the confidentiality of students/clients.			

Understand and apply the relevant laws related to minors from the Education Code, Welfare and Institution Code including Child Abuse Reporting, Code of Regulations, and Penal Code.			
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Engage Difference & Diversity in Practice (SSWPE 2)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Understand how social identity, intersectionality, socioeconomic status, citizenship status, resiliency, human development, community-based factors, and ecological factors are related to differential student performance and achievement, particularly with groups that have been historically marginalized. - Reflect on personal beliefs and practice and how they are influenced by these diverse factors. - Utilize this understanding with students, caregivers and families, teachers, school staff, school district employees, administrators, and the programs and resources of the community to advocate for more culturally responsive services in the school community.			

Promote Social Justice & Equity (SSWPE 3)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Promote social justice, human rights, equity, and inclusion with all students and their families, especially with underserved and marginalized groups of students. - Understand district and school disciplinary practices, with particular attention to the historically disproportionate way they have been applied, and advocate for consistent,			

equitable, fair, positive, and restorative enforcement. • Work collaboratively with teachers, school personnel, administrators, and other members of the multidisciplinary team to promote a climate and culture conducive to student connection/engagement with the school by addressing barriers and advocating for equitable services for all students, families, and their communities.			
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Engage in Practice-informed Research and Research-informed Practice (SSWPE 4)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Use data to inform practice, such as school system records and other information to identify and raise awareness of systematic racism and social injustice, chronic absenteeism, differential student performance, mental health, and disciplinary practices. • Utilize feedback and identify trends to inform practice with students, families, and groups; and to inform research on school social work practice outcomes that impact the school community. • Research and identify effective practices to inform specific school-based interventions, including the use of strategies to re-engage disconnected students to the educational process.			

Engage in Policy Practice (SSWPE 5)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Work collaboratively to identify the needs of the school community and subsequently			

advocate for policies, programs, and strategies to address those needs. Understand how district, local, state, and federal policies, practices, procedures, and funding sources affect student socioemotional wellbeing.			
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ENGAGE with Students, Families, Groups, Organizations & Communities (SSWPE 6)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Engage and develop effective relationships with students, families, school personnel, and other PPS service providers, and the school community. - Facilitate effective and appropriate communication, coordination, collaboration, and advocacy planning with teachers, and other learning support providers, including other PPS professionals, as needed to address student needs. - Provide caring and supportive relationships, establish high expectations, and create innovative opportunities for students to be involved and contribute to the school community. - Assist the school in providing a range of culturally responsive opportunities, services, and supports, as well as positive practices to reinforce regular attendance, including strategies to re-engage emotionally, behaviorally, and academically disconnected students.			

ASSESS Students, Families, Groups, Organizations & Communities (SSWPE 7)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
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- Assess the social and emotional needs, strengths, risks and protective factors of students and families. - Assess the existing services of the school, [e.g., Positive Behavioral Interventions and Supports (PBIS), school mental health programs, plans for students with disabilities, community-based programs, multi-tiered systems of support (MTSS)] to improve student learning, behavior, achievement, and well-being. - Utilize consultation and review school-based data as a method of assessing students' needs to help identify patterns of behavior, attendance, achievement, and other factors that may require intervention.			
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INTERVENE COLLABORATIVELY with Students, Families, Groups, Teachers, School Staff, Organizations & the Community (SSWPE 8)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Select evidence informed social work interventions including mental health counseling/therapy, case management, group work, community organization, and crisis intervention methods that fit the ecological perspective with students and families. - Consult and collaborate with the PPS team and others in the school community to promote positive discipline, trauma-informed practices, and culturally-responsive practices that contribute to social and emotional well-being. - Demonstrate skills in advocacy, collaborative consultation, case management, and coordinating services as part of multi-tiered system of supports (MTSS) that enhance			

school climate, wellness, and attendance improvement interventions. • Collaborate with other school personnel to identify students with attendance barriers as early as possible and initiate appropriate actions and interventions to re-engage disconnected students and families to the educational process. • Collaborate with the PPS team and other school personnel and community support providers to plan and implement systematic school safety models that address positive school climate which include crisis prevention, intervention, and postvention (MTSS).			
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EVALUATE INTERVENTIONS with Students, Families, Groups, Teachers, School Staff, Organizations & the Community (SSWPE 9)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Understand and utilize quantitative and/or qualitative data and feedback from students, teachers, caregivers, and other providers in an on-going way to evaluate practices and modify approaches as appropriate. • Understand and utilize disaggregated data to evaluate intervention outcomes with groups of students, which can inform future practices.			

Professional Growth & Development (SSWPE 10)	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Incorporate social work theory, research, and other information related to student learning in the context of school, family, and community environments.			

- Understand the effects of health, mental health, developmental factors, language, cultural variables, diversity, socioeconomic status, spirituality, the impact of trauma and oppression, factors of resiliency and different abilities on student development. - Utilize this understanding to inform engagement, assessment, intervention, and evaluation of outcomes.			
Other Assigned Duties	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Fulfillment of appropriate adjunct duties - Attendance at wellness center and district job-alike meetings - Attendance at staff meetings - Fulfillment of other contractual duties under Article VII - Attendance required at meetings involving students in the caseload, such as (but not limited to) student study team, IEP, and behavior review committee meetings			

Summative Evaluation: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Signature Evaluatee: _____

Signature Evaluator: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
SPEECH LANGUAGE PATHOLOGIST**

Original – Human Resources
Copy 1 - Evaluator
Copy 2 - Evaluator

EVALUATION PLANNING GUIDE

Evaluatee:	Position:	School:
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All Standards will be evaluated.

Evaluator:	Position:	School Year:
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Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

STANDARD I– Demonstrate knowledge and skills in speech-language pathology and related subject areas	OBJECTIVES	EVIDENCED BY
- Works with individuals at all ability levels and serves a range of disorders - Provides consultation for Special Education and general education staff regarding language based instructional strategies - Demonstrates competence in oral and written communication - Organizes work space materials and equipment		

STANDARD II- Create and Maintain Effective Environments for Student Learning	OBJECTIVES	EVIDENCED BY
- Engages students in the session's activities - Provides accurate and appropriate feedback to students individually - Implements activities that promote progress on the students' specific IEP goals - Implements positive behavior management skills - Uses the allocated time efficiently and effectively - Fosters a positive interaction with students - Provides each student with an opportunity for a significant number of responses - Includes curricular objectives or materials in the session - Develops and executes appropriate therapy plans		

STANDARD III- Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices	OBJECTIVES	EVIDENCED BY
- Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds - Advocates for appropriate services for students - Documents the nature of services and evidence of progress		

STANDARD IV- Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs	OBJECTIVES	EVIDENCED BY
• Demonstrates the ability to communicate how speech and language goals relate to student success with the curriculum • Develops understandable and measurable goals • Responds appropriately to questions and comments of other team members • Demonstrates the ability to work with teams, including parents and other team members in creating IEP content • Provides evidence that parent(s) and other team members have been involved in creating IEP content • Contributes appropriate information to transition plans • Solicits feedback from parents, teachers, and students about documentation and compliance via checklists and surveys • Contributes to the eligibility determination based on data		

STANDARD V- Demonstrate ability to conduct appropriate Comprehensive evaluations for students who may be experiencing a variety of communication disorders	OBJECTIVES	EVIDENCED BY
• Uses appropriate formal and informal assessment tools • Reports assessment findings in a timely manner, using the SELPA approved format • Analyzes and interprets test results to make appropriate recommendations • Creates assessment schedules that reflect consideration for student academic time • Demonstrates knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds		

STANDARD VI- Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	OBJECTIVES	EVIDENCED BY
• Develops activities that promote progress on students' specific IEP goals • Designs a schedule that allows completion of all work activities in an efficient and effective manner • Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal • Records data on the student's performance during the session		

STANDARD VII– Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	OBJECTIVES	EVIDENCED BY
• Respects teachers and other professionals • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaboration in an IEP team meeting and other meetings		

STANDARD VIII - Collaborate with families and provide opportunities for families to be involved in the student's SLP services	OBJECTIVES	EVIDENCED BY
• Respects students and families • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaboration with families in an IEP team meeting and other meetings • Shows evidence of communication with families (e.g., parent communication log)		

STANDARD IX- Earn continuing education or professional development units sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensing requirements	OBJECTIVES	EVIDENCED BY
• Completes in-services (i.e., completes professional development) • Participates in state, school, or local associations; meetings and conferences; and/or professional learning communities		
STANDARD X- Contribute to various building or district initiatives	OBJECTIVES	EVIDENCED BY
• Participates in school assessment planning relevant to speech and language • Supports RTI initiatives • Supports positive behavioral support initiatives		

STANDARD XI – Developing as a Professional Educator	OBJECTIVES	EVIDENCED BY
• Reflects on teaching practice in support of student learning • Establishes professional goals and engaging in continuous and purposeful professional growth and development • Collaborates with colleagues and the broader professional community to support teacher and student learning • Works with families to support student learning • Engages local communities in support of the instructional program • Manages professional responsibilities to maintain motivation and commitment to all students • Demonstrates professional responsibility, integrity, and ethical conduct		

STANDARD XII – Required Duties and Professional Responsibilities	OBJECTIVES	EVIDENCED BY
- Fulfills adjunct duties - Attends-job alike meetings - Attends faculty meetings - Fulfills other contractual duties under Article VII - Accurately inputs data for Medical billing - Attendance required at parent conferences		

Additional Comments/Evaluated:

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
SPEECH LANGUAGE PATHOLOGIST
FINAL**

Original – Human
Resources
Copy 1 – Evaluatee
Copy 2 - Evaluatee

Evaluatee: _____ Position: _____ School: _____

All Standards will be evaluated.

Evaluator: _____ Position: _____ School Year: _____

Current Status: ☐ Temporary ☐ Probationary I ☐ Probationary II ☐ Permanent ☐ PAR

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient

**UNSATISFACTORY PERFORMANCE IN STANDARDS 1 THROUGH V REQUIRES REFERRAL TO PAR AS PER ED CODE 44500
AND ALSO CONSTITUTES AN UNSATISFACTORY SUMMATIVE EVALUATION**

STANDARD I– Demonstrate knowledge and skills in speech-language pathology and related subject areas	RATING	Commendations/recommendations/evidence
• Works with individuals at all ability levels and serves a range of disorders • Provides consultation for Special Education and general education staff regarding language based instructional strategies • Demonstrates competence in oral and written communication • Organizes work space materials and equipment		

FINAL

STANDARD II- Create and Maintain Effective Environments for Student Learning	RATING	Commendations/recommendations/evidence
- Engages students in the session's activities - Provides accurate and appropriate feedback to students individually - Implements activities that promote progress on the students' specific IEP goals - Implements positive behavior management skills - Uses the allocated time efficiently and effectively - Fosters a positive interaction with students - Provides each student with an opportunity for a significant number of responses - Includes curricular objectives or materials in the session - Develops and executes appropriate therapy plans		
STANDARD III- Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices	RATING	Commendations/recommendations/evidence
- Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds - Advocates for appropriate services for students - Documents the nature of services and evidence of progress		

FINAL

STANDARD IV- Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs	RATING	Commendations/recommendations/evidence
• Demonstrates the ability to communicate how speech and language goals relate to student success with the curriculum • Develops understandable and measurable goals • Responds appropriately to questions and comments of other team members • Demonstrates the ability to work with teams, including parents and other team members in creating IEP content • Provides evidence that parent(s) and other team members have been involved in creating IEP content • Contributes appropriate information to transition plans • Solicits feedback from parents, teachers, and students about documentation and compliance via checklists and surveys • Contributes to the eligibility determination based on data		

FINAL

STANDARD V- Demonstrate ability to conduct appropriate Comprehensive evaluations for students who may be experiencing a variety of communication disorders	RATING	Commendations/recommendations/evidence
• Uses appropriate formal and informal assessment tools • Reports assessment findings in a timely manner, using the SELPA approved format • Creates assessment schedules that reflect consideration for student academic time • Demonstrates knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds		

FINAL

STANDARD VI- Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	RATING	Commendations/recommendations/evidence
• Develops activities that promote progress on students' specific IEP goals • Designs a schedule that allows completion of all work activities in an efficient and effective manner • Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal • Records data on the student's performance during the session		

STANDARD VII– Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	RATING	Commendations/recommendations/evidence
• Respects teachers and other professionals • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaboration in an IEP team meeting and other meetings		

FINAL

STANDARD VIII - Collaborate with families and provide opportunities for families to be involved in the student's SLP services	RATING	Commendations/recommendations/evidence
• Respects students and families • Demonstrates active listening • Presents with a professional demeanor • Responds professionally to feedback • Demonstrates collaboration with families in an IEP team meeting and other meetings • Shows evidence of communication with families (e.g., parent communication log)		

STANDARD IX- Earn continuing education or professional development units sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensing requirements	RATING	Commendations/recommendations/evidence
• Completes in-services (i.e., completes professional development) • Participates in state, school, or local associations; meetings and conferences; and/or professional learning communities		

FINAL

STANDARD X - Contribute to various building or district initiatives	RATING	Commendations/recommendations/evidence
• Participates in school assessment planning relevant to speech and language • Supports RTI initiatives • Supports positive behavioral support initiatives		

STANDARD XI - Developing as a Professional Educator	RATING	Commendations/recommendations/evidence
• Reflects-on teaching practice in support of student learning • Establishes professional goals and engaging in continuous and purposeful professional growth and development • Collaborates with colleagues and the broader professional community to support teacher and student learning • Works with families to support student learning • Engages local communities in support of the instructional program • Manages professional responsibilities to maintain motivation and commitment to all students • Demonstrates professional responsibility, integrity, and ethical conduct		

FINAL

STANDARD XII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
• Fulfills adjunct duties • Attends-job alike meetings • Attends faculty meetings • Fulfill other contractual duties under Article VII • Accurately inputs data for Medical billing • Attendance required at parent conferences		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Date Signature Evaluator Date Signature Evaluator

Print Name – Evaluee Print Name – Evaluator

SALINAS UNION HIGH SCHOOL DISTRICT
Work Experience Education Coordinator Evaluation
Evaluation Planning Guide

Original – Human Resources
 Copy 1 - Evaluatee
 Copy 2 - Evaluator

Developed from the SUHSD Work Experience Education Coordinator Job Description, SUHSD teacher evaluation planning guide, California Standards for the Teaching Profession, and CDE Work Experience Education (WEE) Guide

Evaluatee:	Position:	School:	
Evaluator:	Position:	School Year:	

Current Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ PAR

All areas will be evaluated.

Goal 1: Facilitate Student Participation in Work Experience Education Program	PLANS FOR GROWTH	EVIDENCED BY
- Determine eligibility and approve students for enrollment in the Work Experience Education Program, in cooperation with counselors and coordinators. - Maintain a file for each WEE student, including the student's training agreement, parent/guardian consent, transportation agreement, individual training plan, copy of work permit, timesheets, workstation visitation reports, type of WEE Program the student is enrolled in and all other information pertinent to the activities of the student as outlined in the District Plan. - Work collaboratively with industry and teachers to provide opportunities for all students to participate in work site learning experiences. - Prepare individual training plans, which outline the objectives that students are to accomplish at the work sites.		

• Hold regular individual consultations with students. • For Exploratory Work Experience Education, develop plans, which specify and limit the number of hours at observations sites. • Visit work sites to evaluate student performance, speak with supervisors, and prepare work site visitations at least twice a semester and a minimum of one visitation during summer sessions. • Develop and maintain an adequate number of work sites for WEE students currently in the WEE Program and in preparation for subsequent semester enrollment. • Set definite office hours for counseling WEE students. • Participate in program evaluation, including evaluating the effectiveness of the WEE Program at the end of each semester and following up with annual Career Technical Education or school curriculum surveys.		
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GOAL 2: Apply Knowledge of Relevant District, Local, State & Federal Laws & Guidelines	PLANS FOR GROWTH	EVIDENCED BY
• Be knowledgeable of and comply with the appropriate sections of the California Education Code; the California Code of Regulations, Title 5; the Secondary District Plan for Work Experience Education (WEE); the Work Permit Handbook; state and federal labor laws; and other related California Education Codes and documents. • Apply child labor laws to issue, monitor, and revoke work permits to ensure student safety. • Apply requirements as specified by the local school district and local contract while performing duties.		

GOAL 3: Collaborate with Educators, Families, Businesses & Community to Support Student Success	PLANS FOR GROWTH	EVIDENCED BY
• Provide information to students and parents about the goals and objectives of the WEE program.		

• Consult with faculty and counselors to ensure that school instruction, WEE instruction, and scheduling are coordinated. • Meet with academic and career/technical education educators regarding the integrated curriculum. • Develop and maintain a liaison with community leaders and government officials. • Work with counselors and staff in the selection of WEE students. • Schedule periodic contacts with the business community to ensure that student WEE activities are educationally relevant to the world of employment. • Utilize existing career-technical education advisory committee for program guidance and evaluation. • Contact businesses or potential employers to promote, maintain and increase the number of employment opportunities available in the Work Experience Education program. • Provide information to employers of aims and objectives of all programs. • Assist in a program of ongoing public relations involving all media in order to provide information regarding the WEE program to students, parents/legal guardians, school staff, and the community at large.		
GOAL 4: Coordinate Career Center/WBL Activities	PLANS FOR GROWTH	EVIDENCED BY
• Approve all work sites to which students are assigned. • Supervise the Career Center and help create career oriented programs. • Coordination of community service learning. • Coordination and promotion of Work Based learning activities, including Career and Technical student organization competitions. • Coordination of activities for K12 Workforce grant.		

GOAL 5: Develop as a Professional Educator	PLANS FOR GROWTH	EVIDENCED BY
- Reflecting on practice in support of student work-based learning - Establishing professional goals and engaging in continuous and purposeful professional growth and development - Collaborating with colleagues and the broader professional community to support teacher and student work-based learning		

GOAL 6: Required Duties & Professional Responsibilities	PLANS FOR GROWTH	EVIDENCED BY
- Fulfillment of adjunct duties - Attendance at district job-alike meetings - Attendance at faculty meetings - Fulfillment of other contractual duties under Article VII - Attendance required at parent/student conferences, such as (but not limited to) student study team, IEP, staffing, and behavior review committee meetings - Participation in Advisory Committee Meetings.		

Additional Comments/Evaluated:

Signature Evaluatee: _____

Signature Evaluator: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

SALINAS UNION HIGH SCHOOL DISTRICT
Work Experience Education Coordinator Evaluation
Final Evaluation

Original – Human Resources

Copy 1 - Evaluatee

Copy 2 - Evaluator

Evaluatee:	Position:	School:	
Evaluator:	Position:	School Year:	

Current Status: ☐ Temporary ☐ Probationary 1 ☐ Probationary 2 ☐ Permanent ☐ PAR

Rating: U=Unsatisfactory NI=Needs Improvement P=Proficient

All goals will be evaluated. Unsatisfactory performance in Goals 1-4 requires referral for support (such as PAR) as per Ed Code 44500 and also constitutes an unsatisfactory summative evaluation.

Goal 1: Facilitate Student Participation in Work Experience Education Program	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
- Determine eligibility and approve students for enrollment in the Work Experience Education Program, in cooperation with counselors and coordinators. - Maintain a file for each WEE student, including the student's training agreement, parent/guardian consent, transportation agreement, individual training plan, copy of work permit, timesheets, workstation visitation reports, type of WEE Program the student is enrolled in and all other information pertinent to the activities of the student as outlined in the District Plan. - Work collaboratively with industry and teachers to provide opportunities for all			

students to participate in work site learning experiences. • Prepare individual training plans, which outline the objectives that students are to accomplish at the work sites. • Hold regular individual consultations with students. • For Exploratory Work Experience Education, develop plans, which specify and limit the number of hours at observations sites. • Visit work sites to evaluate student performance, speak with supervisors, and prepare work site visitations at least twice a semester and a minimum of one visitation during summer sessions. • Develop and maintain an adequate number of work sites for WEE students currently in the WEE Program and in preparation for subsequent semester enrollment. • Set definite office hours for counseling WEE students. • Participate in program evaluation, including evaluating the effectiveness of the WEE Program at the end of each semester and following up with annual Career Technical Education or school curriculum surveys.			
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Goal 2: Apply Knowledge of Relevant District, Local, State & Federal Laws & Guidelines	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Be knowledgeable of and comply with the appropriate sections of the California Education Code; the California Code of Regulations, Title 5; the Secondary District Plan for Work Experience Education (WEE); the Work Permit Handbook; state and federal			

of employment opportunities available in the Work Experience Education program. • Provide information to employers of aims and objectives of all programs. • Assist in a program of ongoing public relations involving all media in order to provide information regarding the WEE program to students, parents/legal guardians, school staff, and the community at large.			
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GOAL 4: Coordinate Career Center/WBL Activities	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Approve all work sites to which students are assigned. • Supervise the Career Center and help create career oriented programs. • Coordination of community service learning. • Coordination and promotion of Work Based learning activities, including Career and Technical student organization competitions. • Coordination of activities for K12 Workforce grant.			

GOAL 5: Develop as a Professional Educator	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Reflecting on practice in support of student work-based learning • Establishing professional goals and engaging in continuous and purposeful professional growth and development • Collaborating with colleagues and the broader professional community to support teacher and student work-based learning			

GOAL 6: Required Duties & Professional Responsibilities	RATING	EVIDENCE	COMMENDATIONS & RECOMMENDATIONS
• Fulfillment of adjunct duties • Attendance at district job-alike meetings • Attendance at faculty meetings • Fulfillment of other contractual duties under Article VII • Attendance required at parent/student conferences, such as (but not limited to) student study team, IEP, staffing, and behavior review committee meetings • Participation in Advisory Committee Meetings.			

Summative Evaluation: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient

Mandatory Referral to PAR: ☐ Yes ☐ No

Signature Evaluatee: _____

Signature Evaluator: _____

Date: _____

Date: _____

Print Name: _____

Print Name: _____

**APPENDIX J – SIDE LETTER OF AGREEMENT REGARDING
CONFERENCE PERIODS**

1. The Conference periods were created to allow education specialist bargaining unit members sufficient time to perform tasks, which are unique to the special education program and are required in order to maintain legal compliance with special education laws. Accordingly, duties performed during conference periods shall include, but are not limited to:
 - a. Conducting I.E.P. meetings
 - b. Assessing/testing students
 - c. Communicating with legal guardians
 - d. Conducting home and job site visits
 - e. Communicating with outside services or agencies, such as County Mental Health, Probation Department, Adult School, Department of Rehabilitation, ROP, Employers, Community Colleges or other educational resources, prevention and healthcare services, and others related to the rendering of student services
 - f. Observing special education students in general education settings and job sites
 - g. Collaborating with general education bargaining unit members; modifying assignments and student homework as needed
 - h. Developing and maintaining forms
 - i. Monitoring attendance and behavior
 - j. Meeting with students
 - k. Addressing matriculation issues
 - l. Serving as a resource to student study teams
2. Where conference period functions impinge on the education specialist bargaining unit members preparation time, the balance of the conference period may be used for prep time purposes.
3. Education specialist bargaining unit members who leave campus during working hours to perform these duties are expected to notify their supervisor or the school's front office of their departure and return.
4. School sites with block or rotating schedules will designate a block as a conference/preparation.

5. For education specialist and psychologist bargaining unit members, the District shall provide the following for all District-adopted Students with Disabilities testing and assessment materials:
 - a. Site-based access;
 - b. Proficiency training during the workday with release time.
 - c. All software, hardware, and updated software licensing

APPENDIX K – GRIEVANCE FORMS

Salinas Union High School District – Salinas Valley Federation of Teachers

Level I Informal Grievance Form

Grievant:

Date:

School Site:

Case:

Level I ☐

Date for Level II _____

SVFT CASE HANDLER:

Manager to whom grievance is addressed: _____

Position: _____

REMEDY SOUGHT:

...AND ALL OTHER APPROPRIATE REMEDIES.

**CONTRACT PROVISION VIOLATED, MISAPPLIED OR MISINTERPRETED:
*INCLUDING, BUT NOT LIMITED TO...***

Salinas Union High School District – Salinas Valley Federation of Teachers Levels II-IV Grievance Form

Grievant: ☐ Self [Insert Text Here] ☐ Other [Insert Text Here]	Meeting Date: [Insert Text Here]	Work Site ☐ NSHS ☐ ESMS ☐ RSJHS ☐ HMS ☐ SHS ☐ LPMS ☐ ROP ☐ WMS ☐ EPS ☐ AHS ☐ SAS ☐ EAHS ☐ DO ☐ MTHS ☐ Other
Level I Meeting Date: [Insert Text Here]	☐ Level II ☐ Level III ☐ Level IV	
SVFT Case Manager: [Insert Text Here]	Manager to whom the grievance is addressed: [Insert Text Here]	

**CONTRACT PROVISION VIOLATED, MISAPPLIED OR MISINTERPRETED
INCLUDING BUT NOT LIMITED TO:**

(check all that apply)

☐ Article I	☐ Article II	☐ Article III	☐ Article IV	☐ Article V
☐ Article VI	☐ Article VII	☐ Article VIII	☐ Article IX	☐ Article X
☐ Article XI	☐ Article XII	☐ Article XIII	☐ Article XIX	☐ Article XX
☐ Article XXI	☐ Article XXII	☐ Article XXIII	☐ Article XXIV	☐ Article XXV
☐ Article XXVI	☐ Article XXVII	☐ Article XXVIII	☐ Appendix A	☐ Appendix B
☐ Appendix C	☐ Appendix D	☐ Appendix E	☐ Appendix F	☐ Appendix G
☐ Appendix H	☐ Appendix I	☐ Appendix J	☐ Appendix K	☐ Appendix L
☐ Appendix M	☐ Appendix N	☐ Appendix O	☐ Appendix P	☐ Appendix Q

The specific number and subsection of Article/Appendix: [Insert Text Here]

Remedy Sought: [Insert Text Here] [Insert Text Here] [Insert Text Here] ...AND ALL OTHER APPROPRIATE REMEDIES

Background: [Insert Text Here] [Insert Text Here] [Insert Text Here]
--

Justification (narrative): [Insert Text Here]		
Received by Supervisor (signature):	Date:	Time:

APPENDIX M – WEDNESDAY COLLABORATION

Collaboration: A system process in which educators work together interdependently to analyze and to impact their professional practice in order to achieve better results for their students, their collaborative group, and their school. In the Salinas Union High School District, collaboration at all middle schools happens every Wednesday and at the High Schools nearly every Wednesday according to the District-adopted calendar for that school year, and dependent on the availability of Supplemental/Concentration funds as prescribed in VII.D.2 of this agreement.

A. Professional Learning Community (PLC) Terms:

The purpose of a Professional Learning Community is for educators to engage collaboratively in a continuous cycle of inquiry, learning, and improvement, grounded in the four (4) questions below, so that their collective efforts strengthen instructional practice and lead to better student outcomes, curriculum, instruction, and assessment (CIA)

The four questions:

- 1) What do we want our students to learn?
- 2) How will we know if they have learned it?
- 3) How will we respond when some students do not learn it?
- 4) How will we extend and enrich the learning for students who have learned it?

Collaborative Teams Definition:

A group of people working interdependently to achieve a common goal for which the members are held mutually accountable.

Teams will be made up of a group of bargaining unit members who teach the same course. (Shared content creates an inherent mutual interest.)

1. Bargaining unit members who teach more than one (1) course will select the course areas team in which they will participate. This selection will be made in mutual agreement with the principal of the site. They will remain with that team for the school year. If they believe there is a need to change to another team, they must meet with and receive approval from site administration. The bargaining

unit member shall receive information (e.g., common assessments, common goals, data, etc.) for courses that they teach but are not a team member. Education Specialists shall be in the subject-area collaborative teams in which they co-teach or serve as in-class support. Should they co-teach or serve as in-class support in more than one (1) subject, or not do either Education Specialists will select their PLC with mutual agreements of the site principal. At least once each month, all Education Specialists at a comprehensive school site shall meet with their Special Education Department peers during Wednesday Collaboration. They are expected to adhere to the goals and plans and provide data to those teams in addition to the team in which they actively participate.

- a. With mutual agreement between the PLC Lead and a bargaining unit member who has a split teaching assignment, and along with site-based administrator approval, nothing shall preclude bargaining unit members who have a split teaching assignment from meeting outside of the workday with a PLC Lead in order to confer regarding PLC continuity. This work shall be compensated at the hourly rate of pay for both bargaining unit members, using Supplemental/Concentration Grant funds.
2. For the following work year, course leads shall be nominated and elected by the collaborative team and approved by the site administration on or before the last work day of the school year. New course leads may be elected by the PLC during the work days preceding the subsequent school year should staffing changes impact the makeup of PLCs. The principal may reject the results of the election only if the resulting candidate has been terminated for cause in the past. Course Leads may be removed by the site administration when they do not fulfill or are otherwise unable to fulfill the responsibilities and duties of the position as outlined in this appendix and/or the Board-approved job description. If rejected, the department may submit a new name to the site administration within three (3) days of receiving the rejection. If a course lead is not nominated by the collaborative team, the site principal shall appoint a bargaining unit member with 3+ years of experience in the content area, by mutual agreement with SVFT, as the course lead. In the event mutual agreement is not reached, then the PLC will be dissolved and members will be assigned to other PLCs at the principal's discretion. It will be the responsibility of the course leads to make sure that information (i.e., curriculum and pacing guides, common formative

assessments, data analysis) is given to all bargaining unit members who teach the course. Course leads will be responsible for providing administration with the mutually agreed upon work product. Course leads will also be responsible for notifying administration of the location of all team meetings. All meetings will be held at a District site. Course leads shall receive a \$2390 (effective 2019-2020 school year) stipend, paid in two (2) equal parts, at the end of each semester. The course lead stipend shall be included in application of Appendix N of this agreement. Each middle school will have up to twenty (20) course leads. Each high school will have up to thirty (30) course leads. The District shall have up to twenty (20) course leads for singleton teams that meet across the district. ROP shall have up to fifteen (15) course leads. The Salinas Adult School shall have three (3) course leads. Stipends shall not be paid from Base Grant funds so long as Supplemental/Concentration Grant Funds are available. Should Supplemental/Concentration Grant funds not be available, and both parties wish to continue with Wednesday Collaboration, then the parties shall meet within thirty (30) days to re-negotiate this appendix.

3. Those bargaining unit members who are the sole instructor of a subject area on their campus, including R.O.P., will meet with other similar subject area bargaining unit members in the District. It is understood that in order to accomplish this, the bargaining unit members involved will meet outside of the contract day (e.g., allowing for travel time back to the individual's site would necessitate starting earlier). The agreed upon meeting time and location shall be shared with site administration. This time shall be credited toward the bargaining unit member's adjunct duty requirement.
4. Each team will provide an agreed upon, explicit set of group norms to the site administration by the second (2nd) week of each school year.
5. Each team will provide the agreed upon form and supporting materials (e.g., goals/assessments/agendas/minutes, etc.) to the site administration each week. The Course Lead will make sure that intervention providers (e.g. Opportunity teachers, Education Specialists, Independent Studies teachers, Alternative Education teachers and Home Hospital teachers) are provided with the work products of the academic teams by request.

6. If a team determines that it needs support and/or help from outside the team, the course lead will work with the department chair, instructional coaches, or site administration, to find and provide the appropriate help. Any expense for this purpose shall be paid from Supplemental/Concentration Grant funds.
7. The administration shall distribute a list of all elected course leads for the following work year on or before the last work day of each school year to all bargaining unit members at sites and programs. Should staffing over the summer months create a change, an updated list shall be distributed to all site bargaining unit members by the first day of instruction.
8. Course leads shall be provided a list of all bargaining unit members teaching the same course on or before the first (1st) Wednesday collaboration day of each work year.

APPENDIX N - SALARY AND BENEFIT COMPENSATION AGREEMENT

A. SALARY FORMULA

On or before June 1 of each school year, the District and SVFT will review the prior year step and column percentage cost and the total percentage increase or decrease to the District's total net base revenue funding* for the current year and adjust the current salary schedule by that percentage. Should this review show an increase in the District's net base revenue, the current year's step and column percentage cost for the bargaining unit shall be deducted from the percentage increase and the resulting percentage increase shall be applied to increase the current salary schedules (7-12, Adult Education, Hourly Rate, Summer School Rate, fixed dollar extra-duty stipends and Substitute Daily Rate) and/or increase the District's health insurance contribution as may be negotiated between the Parties. The calculation of step and column costs from one year to the next shall include savings from retirement and replacement and shall include any increase in costs of benefits for retirees including any early retirement incentives not currently in effect under the terms of the collective bargaining agreement. The Parties shall meet, review and agree upon the calculation of step and column costs. If the District anticipates that the calculation may result in a negative percentage, the Parties shall commence negotiations on compensation within thirty (30) days of notice by the District to SVFT. In the event that State law requires any categorical funds or concentration and supplemental grant funds be moved to the calculation of the District's net base revenue when the District is still mandated to operate those programs, this formula shall be suspended and the Parties shall, within thirty (30) days, begin negotiations allowing the parties to resolve any issues concerning the exclusion of such monies from the net base revenue. This suspension shall not, however, effect the entitlement of the bargaining unit to monies other than categorical funds or concentration and supplemental grant funds. The Parties agree to expedite negotiations with the purpose of reaching an agreement within sixty (60) days of the commencement of these limited negotiations to implement any new formula language for the following fiscal year.

* This language is intended to reflect the new Local Control Funding Formula ("LCFF") and "base revenue" is intended to mean only the LCFF base grant and excludes any categorical funds and supplemental and

concentration grant funds. Beginning with 2018-2019 school year, and each year thereafter, the salary formula calculation shall exclude increases to base grant revenue due to increased student enrollment from the previous school year to the current year. Funds excluded due to increased student enrollment shall not include the costs for bargaining unit members hired as additional staffing due to opening a new facility or school site.

APPENDIX P – AGREEMENT ON TEACHERS ON SPECIAL ASSIGNMENT

1. The work year for full-time District-Based Teacher or Counselor Special Assignment (TSA) bargaining unit members, hereafter referred to as TSA, shall follow the work year of a classroom bargaining unit member, plus up to an additional ten (10) flex days for up to 194 days per year (July-June). The additional ten (10) flex days shall be scheduled by the supervisor. District-based TSAs shall be placed on the regular certificated salary schedule and shall receive up to the ten (10) days additional compensation at the TSA's per diem rate as a stipend. Site-based TSAs shall follow the work year of a classroom bargaining unit member and shall be placed on the regular certificated salary schedule.
 - a. Upon mutual agreement with their immediate supervisor, a District-based TSA may work up to an additional ten (10) flex days beyond the 194 flex days paid at the TSA's per diem rate. The additional ten (10) flex days shall be scheduled by the supervisor.
 - b. No full-time TSA shall receive a preparation period, as preparation periods are for classroom teaching bargaining unit members to prepare for students assigned to course sections.
2. Any bargaining unit members selected for a full-time TSA shall have a right to return to a similar position in the District as the one they held prior to the selection.
3. When any full-time TSA position becomes available in the District, the position shall be posted district-wide for a minimum period of five (5) working days. If the vacancy occurs during the summer months, an e-mail shall include a brief description of the job, information on how to apply, and to whom the application should be addressed. At the conclusion of the application period for District-based TSA positions, Human Resources shall be responsible for collecting all applications submitted, based on the instructions given, and the administrator in the department responsible for hiring shall coordinate the interview process. At the conclusion of the application period for Site-based TSA positions, site administration shall collect all applications submitted and shall coordinate the interview process.

4. For a District-based TSA position, an interview panel shall be formed consisting of two (2) members representing SVFT. The panel shall determine if classroom visitations are necessary. The panel shall be responsible for reviewing and verifying references and conducting interviews. The panel shall then submit the name of the finalist to the Assistant Superintendent of Human Resources for final selection.
5. The term of service for a full-time District or Site-based Teacher or Counselor on Special Assignment (TSA) shall be for six (6) years based on funding availability and the needs of the District. An evaluation of each TSA shall be conducted every year to determine if the bargaining unit member selected should continue in such a position. The appropriate evaluation guides found in Appendix I shall be used to evaluate a TSA. Full-time TSAs shall not serve more than six (6) consecutive years. Upon the completion of serving six (6) consecutive years as a full time TSA, the bargaining unit member shall return to the classroom for at least two (2) years before applying for another full-time TSA position.
 - a. In a situation where a qualified applicant cannot be identified, the District may request the incumbent to continue on a year to year basis, provided the District demonstrates a good faith effort of seeking a replacement and evidence of building capacity. The SVFT President or designee shall be included in the pre-interview process with the Assistant Superintendent of Human Resources.
6. The term for a partial TSA will be three (3) years based upon funding availability and the needs of the District or school. To qualify as a partial TSA, the TSA must teach a minimum of two (2) sections with students assigned. A partial TSA shall not serve more than three (3) terms or nine (9) years consecutively. Partial TSA assignments may be adjusted annually based on site need and available funding. When a partial TSA position becomes vacant, it shall be posted for three (3) days at the site where the vacancy exists.
 - a. Partial TSAs shall receive a preparation period if they are teaching four (4) or more periods of course sections with students assigned. Partial TSAs who are assigned fewer than four

(4) instructional sections with students shall not be assigned a preparation period.

- b.** When a full-time site-based TSA position becomes available, and one (1) or more bargaining unit members from that site apply, and meet the minimum qualifications for that position, those bargaining unit members shall be granted an interview.

APPENDIX Q - DEPARTMENT CHAIRPERSONS

A. Qualifications:

Department Chairpersons are members of the bargaining unit who assist the administration with the improvement of instruction at their school sites. Required qualifications for bargaining unit members serving as Department Chairpersons are as follows:

1. Successful teaching or counseling experience in the department and permanency with the District.
2. A credential in the subject area of the department.
3. Ability to plan a departmental budget and adhere to the processes and timelines for budget development and for purchasing.
4. Ability to keep accurate records.
5. A teaching or counseling assignment of four (4) or more teaching periods within the department.

B. Selection Process:

1. Provided the bargaining unit member maintains qualifications found in A.1-5 above, the terms of office of a Department Chairperson shall be for a two (2) year term.
2. The position of Department Chairperson may be terminated by retirement, resignation, or for cause.
3. Whenever a Department Chairperson position is vacated, the Department Chairperson position shall be filled according to the following procedures:
 - a. The site administration shall notify all bargaining unit members of the department that the position is vacant.
 - b. The site administration shall request that the department bargaining unit members provide one (1) nominee who meets the qualifications for the position.
 - c. The department bargaining unit members shall hold a voting process and select the next department chairperson by majority vote.

- d. The site administration may reject the results of the election only if the resulting candidate has been terminated from serving as a department chair for cause in the past. Department Chairs may be removed by the site administration when they do not fulfill or are otherwise unable to fulfill the responsibilities and duties of the position as outlined in this appendix. If rejected, the department may submit a new name to the principal within three (3) days of receiving the rejection.

- i.

Attempting to arrange a designee in representing the department at site and/or District meetings is not a cause of removal from serving as a Department Chairperson.

- e. If a nominee is not forthcoming from the department, the site administration shall appoint a Department Chairperson from among the departmental bargaining unit members for a period of up to one (1) work year.

- 4. Exception: If there are no nominees who meet the required qualifications, Department Chairpersons may be selected upon mutual agreement between the Assistant Superintendent and the Federation President.

C. Compensation:

- 1. The Department Chairperson shall be compensated monthly with the Department Chairperson's stipend (found in Appendix C of this agreement) over a 10-month period of equal payments.
 - a. In the event that two (2) bargaining unit members are sharing the role of Department Chair, compensation shall be split equally, to be paid monthly.
 - b. The two (2) bargaining unit members sharing the role of Department Chair shall determine how to split the duties equally and inform the site administration and department bargaining unit members prior to the end of the first week of school.
- 2. Human Resources shall obtain a list of Department Chairs from the sites by the end of the first instructional week of the work year.

D. Duties:

1. Hold a monthly department meeting at a regularly set time to discuss items from site department chairpersons' meetings and District steering committee meetings.
 - a. Bargaining unit members of the department will agree on a meeting days, times, and location(s) by majority rule.
 - b. Except for non-instructional workdays, the meeting shall take place outside of contractual hours at the school site.
 - c. The Department Chairperson shall provide an agenda and keep minutes of the meeting.
 - d. The Department Chairperson shall attend monthly steering committee meetings and send meeting summaries to the department. If the administrator, or administrative designee, appointed to the steering committee is not present, the meeting shall be cancelled.
2. Solicit advice and feedback from department bargaining unit members to improve school safety, instructional concerns, and needs of the department. This solicited advice and feedback shall be shared with site administration.
3. Develop and maintain a departmental budget and adhere to budget deadlines.
4. Keep accurate minutes of monthly department meetings to be shared with the department, and the site administrator.
5. The administration of the site shall collaborate with the Department Chairperson regarding new staffing within the department.
 - a. The Department Chairperson shall be among the hiring committee for new staffing if the Department Chairperson so chooses.

ii.

If the new staffing interviews occur outside of the 184-day work year, the Department Chairperson shall be compensated

according to the hourly rate of pay for the hours of participation.

6. The site administration shall collaborate with the Department Chairperson regarding teaching assignments for the following work year no later than March 15th of each work year.

a. In addition, there shall be a meeting of all department chairpersons that have differentiated staffing needs for the following work year no later than the timeline found in VI.V of this agreement of each school year to discuss differentiated staffing.

7. The Department Chairperson or a departmental designee shall serve on committees regarding departmental textbook adoptions.

a. A departmental designee shall be nominated by the Department Chairperson.

8. In the event of a Department Chairperson's extended absence, an interim Department Chairperson shall be selected by the site administration to serve the duties of the position. This interim Department Chairperson's responsibilities shall terminate upon the return of the elected Department Chairperson. The interim Department Chairperson shall receive the compensation of the elected Department Chairperson while serving in the position and until the return of the elected Department Chairperson.

E. Special Education Department Chairperson:

In addition to the above Department Chairperson duties, Special Education Department Chairpersons duties also include the following:

1. Collaborate with site administration to ensure students are appropriately placed per their Individual Education Plans (IEPs).
2. Collaborate with administration during master scheduling to ensure proper placement of students with disabilities.
3. Collaborate with the master scheduler to pre-load students with IEPs into appropriate classes per their IEPs.

4. Collaborate with administration and bargaining unit member Education Specialists to place paraeducators and develop their schedules.
5. Collaborate with administration to support incoming students with IEPs and other supports.
6. Collaborate with administration to maintain balanced caseloads on an electronic spreadsheet to be shared via view access for all department members.
7. Verify that both the District adopted IEP system and student information system (SIS) databases are displaying and showing accurate information at the beginning and throughout the work year and communicate any site inaccuracies to District Special Education office administration.
8. Collaborate with site administration to address parent inquiries when a case manager is unknown and reroute to the appropriate case manager.
9. Organize and assign initial IEP testing on a documented rotating schedule.
10. Receive requests for assessments and ensure they are forwarded to the District's Special Education office.
11. The Special Education Department Chairperson shall be compensated an additional two-hundred dollars (\$200) monthly along with the Department Chairperson stipend found in Appendix C.

APPENDIX R
District Professional Development Committee
SUHSD Proposal
May 12, 2022

- A.** District-wide professional development (PD) delivered during the workday to bargaining unit members shall be presented to the District Professional Development Committee (DPDC), which shall be comprised of representatives of SVFT and the administration.
- B.** The DPDC is advisory in nature and shall review and make recommendations to the superintendent or designee and the Board of Trustees for all District-wide professional development delivered during the workday to bargaining unit members.
- C.** This committee shall meet three (3) times each work year to continue to make recommendations and monitor the effectiveness of PD and its budget.
- D.** SVFT shall have unilateral DPDC appointments of up to 20 bargaining unit member representatives. The SVFT President or designee shall be a member of the committee and is not included in the 20 unit member committee count.

APPENDIX S
AGRICULTURE TEACHER MANDATORY DUTIES, RESPONSIBILITIES, AND
EXTENDED WORK YEAR.

All bargaining unit members assigned to Agricultural and Natural Resources (AGR) sector teaching positions shall perform the following duties as part of their base work year.

A. Compensation for Extended Duties and Responsibilities

1. All Agriculture Teachers, part-time and full-time, shall be placed on the Agriculture Teacher Salary Schedule, equal to an additional thirty-five (35) days totaling two hundred and nineteen (219) work days. All agriculture teachers shall work the regular school year and shall submit a positive-pay calendar identifying the thirty-five (35) additional days to be worked per year. The calendar shall be submitted to the CTE Administrator by June 30th annually and may be revised as needed with prior approval. In recognition of the additional duties under this appendix, all agricultural teachers shall be exempt from performing adjunct duties under Article VII, section E.
2. In accordance with California Department of Education (CDE) standards, these duties support Supervised Agricultural Experience (SAE), FFA leadership, farm supervision, community engagement, professional development, and curriculum alignment.

B. Primary Tasks and Responsibilities:

Suggested work performed by agriculture teachers shall include, but is not limited to, the following:

1. Supervised Agriculture Experience (SAE) Projects

- a. SAE Program Oversight: Guide students in selecting, planning, and executing SAE projects that align with their interests and career aspirations. These SAEs must fall into the following categories:

- i. Agriscience

ii.

Entrepreneurship

iii.

Placements

iv.

Foundational

- b.** SAE evaluations will be conducted throughout the year on Agriculture Experience Tracker (AET) by advisors on valid SAE projects.
- c.** Project Visits: On and off district facilities project visits can be conducted throughout the year to assess, mentor, and validate SAE projects.
- d.** Mentorship: Provide continuous support and mentorship, ensuring students' SAE projects meet educational standards and yield measurable outcomes recorded in AET.
- e.** Resource Coordination: Assist students in securing necessary resources by liaising with community members, industry professionals, and local businesses as needed.
- f.** School Project Development: Provide students with on-campus SAE projects when applicable and available.
- g.** Farm Supervision and Management: Including but not limited to the collection of all paperwork required for farm participation and supervision of the farm during the hours of operation by at least one (1) agriculture bargaining unit member.

2. Community and Public Engagement

- a.** Community Partnerships: Establish and maintain relationships with local agricultural organizations, businesses, and community leaders to support program initiatives.
- b.** Program Promotion: Deploy marketing strategies to promote the agriculture program.

- c. Program Recruitment: Deploy recruitment strategies for agriculture classes.
- d. Community Service: Providing opportunities for community service for students
- e. Advisory Committees: Engage with advisory committees comprising industry representatives to align the program with current industry standards and workforce needs three times a year.
- f. Career Guidance: Assist students in exploring various agricultural careers, guiding them towards opportunities in a variety of agriculture sectors.

3. Leadership Development:

- a. Chapter Leadership: Serve as a mentor to student officers and members to develop leadership skills and achieve chapter goals.
- b. Event Coordination: Organize and oversee participation in FFA events, competitions, and conferences at local, state, and national levels.
- c. Program of Activities (POA): Collaborate with students to develop and implement a POA that includes activities in student development, chapter development, and community development as written on AET.
- d. Mentor and Coaching: Mentor and coach students to participate in CDE and/or LDE teams and competitions and in the application process for high leadership roles, scholarships, and proficiency applications.
- e. Career & Industry Exploration: Supervise and provide career & industry exploration opportunities and ensure tracking of this through AET.

4. Budget, Inventory, and Resource Management

- a. Oversee and submit budgets, including Agricultural Incentive Grants (AIG).
- b. Ensure compliance with AIG and maintain accurate records in AET.

- c. Manage FFA membership and records in the program through AET.
- d. Track department inventory and ensure timely ordering of materials and tools.
- e. Coordinate maintenance of equipment and facilities.
- f. Submit and maintain all site paperwork, including but not limited to field trip forms, facilities requests, etc. Develop and implement short-term and long-term goals for the agriculture program, aligning with school, state, and national standards.
- g. Manage AIG budgeting, including purchasing equipment, supplies, and resources necessary for program success.
- h. Maintain accurate records of student progress, certifications, and program participation in AET.

C. Task Division Process and Documentation Requirements

To ensure that tasks are divided appropriately between staff members, agriculture teachers shall:

1. Participate in an annual planning meeting to create a chart of responsibilities amongst the department.
2. Submit an annual task assignment plan by September 1st for approval by the Site Administrator to be edited within the year to meet program and teacher needs.
3. Track task completion using calendars and the Agricultural Experience Tracker (AET).
4. Submit a positive-pay calendar and AET to administration upon request.
5. Plan and facilitate farm workdays.
6. Participate in farm supervisor meetings.

