

ARTICLE XXIII - SALINAS ADULT SCHOOL

A. Leaves:

1. Sick Leave: Each employee 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 18.4 clock hours worked to a maximum of sixty (60) clock hours per calendar year.
 - b. Employees shall not earn sick leave for hours not worked.
 - c. Earned sick leave as defined herein is accumulative on a year-to-year basis.
 - d. Employees shall be entitled for purposes of retirement service credit no more than sixty (60) hours of any one fiscal year through hourly certificated employment, contract certificated employment, or any combination thereof. Additional sick leave may be earned as described herein, but shall be for use within the Salinas Union High School District only, shall not be usable for retirement credit at time of retirement, and shall not be transferable either within the Salinas Union High School District or between school districts.
2. Sick Leave: Proof of Illness: It is the responsibility of the employee to provide proof of illness or injury upon request. Employees who are absent on sick leave shall be considered as absent without pay unless satisfactory proof of illness is filed with the District stating that the employee could not or should not perform his/her normal duties. 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. Sick Leave Donation: 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 his/her 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 employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had s/he been employed.

The Salinas Adult School Administration does require a physician's verification of illness or injury stating that the employee was not able to perform or cannot perform his/her 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, excluding recess days.

- c. After the lesser of the employee's accumulated sick leave hours or 96 clock hours of current sick leave have been used, 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 been used, the employee is entitled to his/her 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 s/he is entitled, the employee shall not earn salary of any kind until s/he 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 employee, s/he shall be so notified, at least five (5) working days prior to termination.
- f. An employee may work part time (less than 60% of full-time assignment) during the five (5) months and will earn his/her regular hourly rate for the hours worked and accumulate sick leave.

For example, an employee's regular assignment is six (6) hours per day (30 hours a week). The employee 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 employee's regular hourly rate. The hours not worked of the employee's assignment will be paid by using the five (5) months differential pay (regular rate for employee minus substitute rate).

- 5. Personal Necessity Leave: Each employee may elect in case of personal necessity to use up to 60% of annual available personal illness or injury sick leave for personal necessity, including: As used herein, the term "personal necessity" shall refer to those situations where the employee's presence is urgently required as opposed to situations where the particular matter could be take care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:
 - a. Death of a member of his/her immediate family when additional leave is required beyond the leave the employee 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 employee (limited to one (1) day).

- c. Accident, involving the employee's personal property, or the person or property of a member of his/her immediate family (as described in "Bereavement Leave" (article IV.E. of SVFT Agreement)). As used in this Article, personal necessity shall mean that the employee's presence is urgently required elsewhere and not for the convenience of the employees or his/her 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, brother-in-law, or sister-in-law who is sick and where other arrangements cannot be made.
 - f. scheduled work hours 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: Employees 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 accumulative from year to year.
 - c. Allowable leave shall commence on the first day of absence.
 - d. Payment for wages lost on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the employee under the worker' compensation laws, exceed the normal wage for the day.
 - e. Industrial accident or illness leave shall be reduced by one 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 employee 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 employee is not medically able to return to work, he may then use only so much of his 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 employee shall endorse to the District checks received under workers' compensation laws. Credit shall be given to the employee'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 employee 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) he/she advises the District in writing of his/her departure date, location, Address, and return date, and (b) he/she files with the District a statement from the workers' compensation insurance carrier that the agency has no objection to his/her traveling outside the state for the period of time requested.
- j. Employees requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
- k. Period of leave of absence shall not be considered to be a break in service of the employee.

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 employee, within 24 hours of being notified of his/her call to jury duty, shall notify his/her immediate manager of the dates, location, and estimated time that he/she will serve on jury duty.
- b. Upon completion of jury duty, the employee shall

provide from the Jury Commissioner's Office a statement certifying the dates and the hours that the employee was engaged in the performance of his duties as a prospective juror and/or as a member of a jury. Such statement shall include the date and time upon which the services of the employee were no longer required by the Jury Commissioner. Employees 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 employee shall and present to the Salinas Adult School a copy of the orders received by the employee 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: An employee shall be granted a non- paid leave of absence for the term of office. If the employee on such non-paid leave of absence notifies the Salinas Adult School within six (6) months after the term of office has ceased of his/her intent to return to the Salinas Adult School, s/he shall be entitled to return.
11. Shared Leave: In the event that two employees wish to request an unpaid leave of absence for either one or more sessions, up to a year, such employees may be granted such leave requests from a commonly shared teaching assignment.

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

- a. Two (2) employees may alternate a single assignment
- b. Two (2) employees 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.

12. Federation Leave: The Superintendent or his/her designee shall grant the SVFT/SAS representative(s) up to five (5) days per school year for the purpose of attending the statewide annual federation conference, (1&1/2 days each for 2 representatives), the Adult Education Commission (1 day) and Sacramento Lobby Day (1 day). The cost of a substitute teacher shall be borne by the Federation. All requests for Federation Leave shall be made no later than two weeks preceding the planned commencement of said leave.

13. Administrative Leave: Employees may be granted up to thirty (30) calendar day's administrative non-paid leave of absence at the discretion of the Director of Salinas Adult School.

14. Non-Paid Professional/Personal Leave: Employees may be granted other leaves of absence solely at the discretion of the Board of Trustees.

- a. SAS teachers with more than two (2) years of service are eligible for up to three (3) months leave on request to the Board.
- b. SAS teachers with four (4) years of service are eligible for up to nine (9) months leave on request to the Board.
- c. SAS teachers 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 tenure or benefits.
- e. Except in emergency cases, all requests for leaves will be submitted three (3) months prior to the start of the leave period.

15. Pregnancy Leave:

- a. Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery there from shall be granted such leave, the length of which, including the date of which the leave shall commence and the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician.
- b. All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from.
- c. Each employee who submits a claim for sick leave compensation under the provisions of this regulation shall obtain appropriate certification from her physician as to the required absence necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from.
- d. No sick leave compensation shall be granted without such certification from the employee'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 recovery there from (See Child Rearing Leave).

16. Paternity/ Maternity Leave:

An employee 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.

17. Child Rearing Leave:

- a. An employee 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 of 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 accordance with the provisions of 14 of this section.

18. Return from Leave: Employees who have been employed for three (3) consecutive years and have been granted leave under any of the above provisions will be reinstated to their former position if that position still remains. In the event that an employee's position has been terminated or rescheduled, the employee will be guaranteed his/her previous hours within the program. In the event of a total program reduction, the employee will be assigned hours on the provisions of Teacher Layoff Policy.

B. WAGES

1. Compensation: All current hourly certificated adult school employees shall be compensated by placement on the following salary schedule as contained in Appendix B.
2. Each full-time classroom teacher 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.
3. Payroll Deductions: Authorized payroll deductions shall include withholding taxes, retirement deductions, health and

welfare deductions, voluntary deductions, and Federation dues.

4. 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.
5. Work Site Closure: When a work site is temporarily* closed due to circumstances beyond the control of the employee, an alternate site shall be provided, or the employee shall be compensated at his/her regular rate of pay for the duration of such closure.

* Temporarily, for this purpose, shall not exceed two (2) working days.
6. Mileage: Adult school bargaining unit members who use their personal vehicle to travel between two 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.
7. Instructor Exchange/ Class Coverage: In order to prevent cancellation of classes due to lack of substitute availability, adult school teachers shall have the option of scheduling exchange substitution hours with a similarly credentialed whose class times do not conflict (See Appendix 3 of SAS). 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 teacher may opt to act as substitute for the absent teacher if they have no conflicting schedule and be paid at their currently hourly rate; or,
- b. The District may assign the students to other teachers teaching the same subject. Teachers receiving additional students shall be compensated based upon the current hourly rate for daily substitute teachers. Teachers assigned the entire class of the absent teacher shall be paid the full hourly substitute rate. Teachers assigned a portion of the student from the class of the absent teacher shall be paid one-half (1/2) of the hourly substitute rate.

A list of potential adult teachers willing to act as emergency substitutes shall be maintained by the adult school administration and shared with all adult school teachers.

C. Length of Work Year

1. The work year for the Salinas Adult School Teachers, 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 teacher work days. The work year for new bargaining unit members shall be One hundred eighty-six (186) working days. These employees will follow summer assignment language as described below.

2. Summer Assignment for 180-Day Permanent Employee: Permanent employees shall be offered teaching assignments, which they have previously performed during the summer program prior to the employment of teachers who have not previously served in the program. Permanent hours will be maintained at the option of the employee. The same salary and benefit schedule will apply although summer hours do not count toward step and column advancement. The employee must request the assignment at least 60 days prior to the beginning of the summer session. In the event that more than one teacher has previously performed the assignment, the summer position shall be offered to the teacher with the greatest seniority with the Salinas Adult School Program. Single summer school assignments may be shared between two or more unit members by dividing split shifts or dividing assignments by weeks.

If two or more employees 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 not arbitration. Any new assignment opened during the summer shall be posted and regular hiring procedure followed.

D. Full time Employees

1. A full time employee is one who is employed thirty (30) hours or more per week on a regular basis.
2. 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.

E. Fringe Benefits

1. Benefit Group:

Effective July 1, 2019, there will 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 will 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 commencement date in the tenure track. All benefited positions shall be subject to the layoff procedures in Article XII. If vacancies for benefited positions remain unfilled four weeks after posting, the District may fill the position(s) by splitting the hours between one or more teachers for the current school year and shall re-report 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 unit employees. Federation and the District agree that individual employees 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 Teachers for Benefits:

a. Teachers must work thirty (30) hours per week on a regular permanent basis,

OR

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 hours between shifts.

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

1. fee-based hours
2. 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 employee who has retired at age fifty-five (55) through fifty-seven (57) shall be entitled to insure the employee and the employee's spouse at District expense up to the dollar amount specified in the contract until the retired employee 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 Employee" 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. 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 or her 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.

G. PROFESSIONAL GROWTH:

The Salinas Adult School encourages all certificated employees 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 employees.

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, e.g. Essential Elements. Prior approval of courses is strongly recommended.

- a. College/university credit classes directly related to teacher's subject area, or
- b. college/university continuing education units (CEU's) directly related to teacher's subject area and/or to fulfill requirements for credentialing, or
- c. professional training hours required for certification/licensing related to teacher'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. Prior to taking the class, the applicant submits "Certificated Professional Growth Program" form (AS 29) to the appropriate program coordinator.
- b. Program coordinator signs the form and submits it to the Salinas Adult School Administrative Office.
- c. A committee representing all program areas will convene quarterly to review the applications and make recommendations.
- d. Recommendations are sent to the Director and/or designee for approval.
- e. Employee is responsible for submitting verification of professional growth units/hours to the Salinas Adult School Administrative Office.
- f. Questions regarding employee's current status can be checked through the Administrative Office.

H. Reduction in Employee Hours

1. Attendance Shortage

Any class with fewer than 20 students in attendance 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 teacher and the Director of SAS will mutually agree upon the length of the trial period and the minimum number of students required in attendance. The teacher may be reassigned at the end of this period, depending on the teacher's classification (tenured, probationary, etc.)
- b. Continuing Class - The Director of SAS and teacher will monitor attendance and meet when the class is in jeopardy. The teacher 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 teacher may be reassigned, depending on the teacher's classification.

2. Cancellation of a Joint Program

A program co-sponsored by one or more other agencies or organizations

- The teacher may be reassigned

3. Loss of a Teaching Site

The Salinas Adult School administration and program coordinator will make an effort to secure an appropriate alternative site for an agreed upon period of time. If no site were located, the teacher 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 teachers may be reassigned to teach other classes or schedules during the regular school year, providing their permanent hours are maintained. They may 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 or more temporary teachers, 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 employees. The effects of layoff shall be subject to negotiation with the employee bargaining unit.

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

1. Temporary Teacher - a temporary or otherwise part-time teacher 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 Teacher - An employee who in any one academic year has served at least 75 percent of the number of days the Salinas Adult School is in session and who has worked at least 60 percent (18 hours minimum per week) of a full time position (30 hours per week) is considered to be a probationary teacher. A person is probationary for two consecutive academic years before becoming permanent and tenured.
3. Permanent Teacher - To become eligible as a tenured employee, a teacher must provide service for two consecutive academic years for a minimum of 75 percent of the school year and at least 60 percent of a full-time assignment. Substitute time and temporary status do not count towards becoming tenured. (Ed Code §44929.25)
4. Tenure - for the Salinas Adult School will be determined by the following:
Tenure will be based on seventy-five (75) percent of the school year and sixty (60) percent of a full-time assignment. Thirty (30) hours per week is considered a full-time assignment; no teacher will be tenured for more than thirty (30) permanent hours. An employee can only have tenure 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 he/she shall be declared tenured. Refer to the Education Code for further explanation.
5. Permanent Hours - associated with tenure shall be increased if an employee gains hours through an interview hiring process or through an identified probationary position; the employee must comply with the Education Code provision for at least 60 percent of a full-time assignment over two consecutive years. The combination of any additional hours of service, when added to already tenured hours, if together they compose at least 60 percent of a

full-time assignment, shall constitute newly adjusted permanent hours. These newly adjusted permanent hours shall be effective July 1, 1995 and will not be subject to retroactive monetary or length of service adjustments of hours or dates following the individual review and agreement by each employee. The employee shall retain only one date of hire, which is the first day of employment as a probationary employee.

5. Teachers 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 teachers 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 teachers may not be disciplined except for "just cause".
2. The term "discipline" as used in this article, specifically does not include:
 - directives
 - termination for performance reasons or layoff or suspensions for more than 15 days.
3. In general, principles of progressive discipline will be followed to include the following steps:
 - a. verbal warning and/or counseling
 - b. written reprimand; which a copy will be placed in the employee's personnel file. In the event that there is an appeal, such document will not be placed in the personnel file until the process has been concluded
 - c. suspension with or without pay
 - d. discharge, unless for performance reasons, layoff or discharge 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 employee, 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, however such suspension shall not reduce or deprive the Salinas Adult School teacher of seniority or any fringe benefits.

6. A Salinas Adult School teacher may request the attendance of a Federation representative in a meeting that may lead to disciplinary action.
7. Salinas Adult School teachers may appeal, within ten business days any disciplinary action at the level of C 2 and/or 3 above, to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall respond within ten business days. The employee 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 members:
 - One member appointed by the District
 - One member appointed by the Federation
 - One 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 teachers, 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 employees 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 employees 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 employees 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 employee shall participate in the setting of their personal objectives for student achievement, motivation, learning environment, professional responsibilities and growth, interpersonal skills, student success and teacher 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 teacher observation of students.

e. Role of Certificated Management Employees:

Certificated management employees shall have the responsibility for completing written evaluation reports and submitting copies thereof to the employees evaluated. Such reports shall be based on at least one (1) class observation. The employee will be given the opportunity to sign the evaluation signifying only that s/he has read it and not necessarily that s/he agrees with it. Certificated management evaluators are responsible for the content of evaluation reports and the use of information obtained from other sources.

f. Certificated Employees:

All certificated employees are assigned an evaluator the first two years of their employment with the Salinas Adult School. The third year, all certificated employees may choose their evaluator.

Certificated employees on the tenure track (probationary employees) will be observed a minimum of twice a year for two years in order to gain permanent status.

Temporary employees will be subject to informal observations by their coordinator the first year of employment. During the second year, the formal evaluation process will be followed.

2. PROCEDURES

a. Selection/Assignment of Evaluator:

- i. All certificated employees who have been employed more than two 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 will be assigned an evaluator. This process will be implemented at the beginning of each contract school year.
- ii. This process shall continue until each certificated management evaluator has received the number of identified evaluates for which s/he is scheduled to evaluate.
- iii. In cases where an evaluatee, through this process, must choose a certificated management evaluator that for substantial reasons s/he would not otherwise select, s/he may appeal directly to the Superintendent or his/her designee who may grant a change in certificated management evaluator. The decision of the Superintendent or his/her designee shall be final and non-grievable.
- iv. Evaluation and assessment of employees shall involve an additional evaluator when requested by the employee.

b. Evaluation Process

The evaluation process includes the:

- teacher's goals and objectives
- administrator's observation
- student questionnaire
- classroom observation
- evaluator's "General Evaluation Form"

Each element is important and no one component should outweigh the others in the decision-making process.

An orientation meeting will be scheduled with the instructor and evaluator between September and January. New teachers hired during the remainder of the year will be scheduled for an orientation meeting accordingly. Once notified, this process will be followed:

Orientation Meeting: Teacher meets with administrator to go over and to discuss the evaluation process, including Certificated Personnel Evaluation forms (SAS 10, 11, 21, 22, 24 and 26A/B). The pre- observation conference and observation dates will be set at this time.

Student Questionnaire Regarding Teachers:

- Teacher chooses class for student questionnaire. (SAS Form 26A/B)
- Teacher may pre-teach students the concept, format and vocabulary of student questionnaire.
- Clerical staff administers the student questionnaire. (SAS Form 26A/B), tabulates them and sends summaries to the teacher and evaluator.
- Teacher may use information from student questionnaire in formulating goals and objectives and in writing self-evaluation.
- A teacher may share with the evaluator data from other forms to include teacher made or program specific student questionnaires.
- Teacher and evaluator discuss student questionnaire (SAS 26A/B) in the context of the other evaluation documents and data at the final conference.

Pre-Observation Conference: Teacher meets with administrator with a current course outline and pre-

observation (SAS 21) form and discusses upcoming lesson. Complete lesson plan (SAS 22) is submitted to the evaluator at least 24 hours prior to the observation. Teacher will be compensated for ½ hour meeting time.

Observation: Administrator observes teacher in the classroom and fills out the observation form (SAS 12), then gives interim feedback on class and sets date for final conference.

Final Conference: The final conference to discuss the evaluation shall be held within thirty (30) working days of the observation. Teacher meets with administration to discuss Class Observation (SAS 12) and General Evaluation Form (SAS 25), Goals (SAS 24), and the compilation of Student Questionnaires (SAS 26 A/B). Original copy of Form SAS 25 is signed and placed in teacher's file along with the above-mentioned forms and Record Sheet (SAS 23). The teacher and coordinator both receive copies of forms placed in file. Teacher will be compensated for ½ hour meeting time.

The employee may submit a written response to the evaluation. The employee shall have ten (10) 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.

c. Alternative Evaluation Procedure

a. A permanent unit member with a minimum of five (5) years in the District may, with the mutual agreement of the certificated evaluator he/she has chosen, elect to participate in the alternative evaluation process subject to the following conditions:

- i. The unit member must have had evaluation ratings of "Proficient" or above over the course of the last five years.
- ii. The unit member will have designated either one or two evaluation partners to work with

- during the process who also meet the eligibility criteria.
- iii. The alternative evaluation process is available no more than once every four years for qualifying evaluatees.
 - iv. Evaluatee notifies his/her evaluator of their intent to use the alternative evaluation process by the end of the 4th week of the school year or on the date of the agreed evaluation calendar for that year. The evaluator's response shall be given by the end of the 5th week.
- b. At a pre-evaluation conference held in compliance 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 including constraints. Evaluatees and evaluator will mutually agree on scheduled updates (if any) during the year..

D. Personnel File

Evaluation report(s) and any written response or any statement regarding the conference shall be filed in the employee's personnel folder in the SAS Administration Office. Evaluation information contained in employee personnel files shall be available only to those persons authorized by law to review such information.

e. Grievance

If, however, the employee feels that the procedures for evaluating have not been followed, s/he may file a grievance on that basis, in which case the evaluation will 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.

f. Unsatisfactory Performance

Written evaluations of employees shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Statements included in the evaluations shall relate to established criteria as set forth in L. 1. c-d contained herein. Subsequently, one (1) or more conferences shall be held with the employee to assist him/her 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 him/her.

g. Additional Evaluations

Nothing contained herein shall preclude the right of the District to make additional evaluations during any year and/or implement plans of assistance for any employee during any year, when documented need exists for such a plan of assistance.

h. Review of Personnel Files

The employee or a representative s/he has designated in writing may review with the Assistant Superintendent of Human Resources or his/her designee, evaluation materials contained in the Salinas Adult School Administration Office personnel file before or after regularly assigned duties. Subsequent to receiving the first copy of the evaluation document free of charge, employees may secure additional copies of evaluation documents at the cost established in the District's policy on citizen access to public information.

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 employee 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). Employees shall receive step increase upon completion of the one thousand one hundred four hours (1,104) worked.

Application of the SVFT 7-12 Collective Bargaining Agreement

The only provisions of the collective bargaining agreement between SVFT and the District that apply to the Salinas Adult School Teachers 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)