

CONTRACT AGREEMENT

Between the

SALINAS UNION HIGH SCHOOL DISTRICT

and the

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

2018-2021

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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 2018-19, 2019-20, 2020-21. For each school year, except for the 2019-2020 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-one (June 30, 2021), 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 2021-2022 contract year shall not begin before January 15th, 2020 and no later than September 1st, 2020.

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 an employee covered by this Agreement who claims that s/he has 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:** An aggrieved employee shall first submit his/her alleged grievance within fifteen (15) days after s/he knew or should have known with the exercise of due diligence of the alleged violation, to his/her immediate manager orally for an adjustment of the grievance with the immediate manager informally. The immediate manager shall render his/her 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 an employee cannot resolve the grievance at the informal step, the employee may appeal the grievance within ten (10) days of the decision at the informal level. S/he 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 division head. The Principal or division head shall have ten (10) days in which to respond to the appeal. The employee, upon request, shall be entitled to a conference with the Principal or division head 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 division head shall make an investigation and render a written decision, a copy of which shall be provided to the employee.
3. **Level III:** If the employee cannot resolve the grievance at Level II, the employee may appeal the grievance within ten (10) days of the receipt of the written decision of the Principal or

division head at Level II. The employee 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 division head, with the Superintendent or his/her designee. The Superintendent or his/her designee shall within ten (10) days of the receipt of the foregoing material render a written decision concerning the grievance, a copy of which shall be given to the employee. The employee, upon request, shall be entitled to a conference with the Superintendent or his/her 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:**

- a. 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. b. The Federation, within fifteen (15) working days of the grievant's request, shall inform the District of its decision to proceed to advisory arbitration.
- b. 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.
- c. The Federation and the District may mutually agree in writing to expedited arbitration with the following conditions:
 1. The hearing shall not exceed one (1) day in length.
 2. All documents to be considered by the arbitrator shall be filed at the hearing. No post hearing briefs shall be permitted.
 3. 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.
- d. 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.
- e. 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.

- f. 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.
- g. The arbitrator shall rule upon the arbitrability of issues before hearing the merits of the issues.
- h. 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.
- i. 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 should 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 employee, his/her 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 manager, the grievant may submit such grievance in writing to the Superintendent or his/her 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:** An employee may at any time present a grievance to his/her 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 teachers on all Articles but Article IX - ***Evaluation Procedures.***
13. **FORM:** Grievances will 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 employees.
2. Employees classified as temporary shall not be entitled to leaves without pay.
3. Each employee on non-paid leave may elect to pay for the continuance of health and welfare benefits offered by the District subject to carrier approval. Employees 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. Cause of absence forms when required should be filed with the appropriate manager prior to leaving the work site upon the first day of return to duties, but shall be filed no later than the end of the second workday after return to duties.
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 employees 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.

B. Sick Leave:

Each employee employed for the regular school year term is entitled to ten (10) days of sick leave each year, cumulative as long as s/he remains an employee of the District. Employees 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.

A full year's entitlement of sick leave (10, 11, or 12 days) shall be credited to the employee at the start of each school year. The normal manner of proof of illness or injury shall be the employee's signature on a completed cause of absence form.

However, the District may require:

6. Based upon reasonable grounds, a physician's verification of illness or injury stating that the employee was not able to perform or cannot perform the bargaining unit member's normal duties for a specified period, or
7. A written statement by the employee 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 tenured certificated (bargaining unit as well as administrators plus the Chief Business Officer) and full time ROP teachers 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 employee or a member of the bargaining unit member's immediate family, defined to include spouse or domestic partner, child or parent of the employee, for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee 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 employee shall be the primary caregiver.

8. Eligibility

"Eligible leave credits" shall mean earned and accumulated sick leave and vacation.

Eligible leave credits may be donated for a catastrophic illness or injury if all the following requirements are met:

- a. The employee or member of the employee'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 his or her designee. When the employee is the primary caregiver for a member of the bargaining unit member's immediate family, the District may require verification that the employee is the family member's primary caregiver.

- b. The employee 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.
- c. Leave credits will be granted to applicants in increments of up to twenty (20) days.
- d. An employee who receives paid leave pursuant to this Section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Section.
- e. Catastrophic leave credits shall not be used for illness or disability that qualifies the participant for Worker's Compensation Benefits.
- f. 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. Sick Leave Bank

A sick leave bank shall be established and maintained to provide additional sick leave to eligible 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 unit members who have donated at least one (1) 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. Employees 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. Unit members shall be given a choice on whether future requests for donations shall be automatically taken by the District.
- c. Donations will be made in writing on the form provided by the Human Resources Office.
- d. The Federation will assist in enrolling unit members who wish to contribute to the Sick Leave Bank.
- e. Any employee eligible to participate under Article IV.C. may choose to participate in the sick leave bank after becoming a permanent employee. Eligible employees 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 Section shall be one hundred eighty-four (184) days.
- h. The District Human Resources Office shall maintain on file the Catastrophic 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 leave bank for employees.

- i. Up to a maximum of 125 days per year in the sick leave bank may be donated to the sick leave bank for full time 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 site Federation Building Representative.

- k. Days in the Sick Leave Bank shall accumulate from year to year. When the number of banked sick leave days in the Bank falls to at or below seventy-five (75) days, the District and the Federation shall work together to distribute a request for donations to all unit members working in grades 7-12. 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 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 unit member shall contribute at least one day at the first opportunity to do so in the next school year.
 - i 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.2 below.

- ii If the sick leave bank falls below 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.
- 1. No grievance may be filed against the District if a unit members' request for a withdrawal is denied. No action may be taken against the Federation if a unit member's request for a withdrawal is denied.
- m. The District shall provide the SVFT President with an annual accounting of the number of days currently in the Sick Leave Bank and the number

ORDER OF CERTIFICATED LEAVE RIGHTS

10 Days		<u>Max. 184 Days</u> <u>Catastrophic</u> <u>Leave</u>	Max. 5 School Months - Runs continuously and includes holidays	<u>24 Month - Prob</u> <u>39 Month - Perm</u>
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 an employee 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 employee, 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 employee employed to fill the bargaining unit member's position during the bargaining unit member's absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had the bargaining unit member been employed.

This amount deducted would be the day-to-day substitute rate (1-10 days and 11-45 days) for absences up to forty five (45) days; for absences of more than forty-five (45) days, the per diem rate at Step Four (4), Column Three (III), of the salary schedule applied to the entire period of absence. Deductions shall be prorated if a part-time substitute is employed. The District shall make every reasonable effort to secure the services of a substitute employee.

However, during this period, the District will continue paying the ongoing costs of all health and welfare benefits then in force on behalf of the employee.

2. Five (5) school months is defined as one hundred (100) employee 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 employee 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 employee still has accumulated sick leave to which the bargaining unit member is entitled, the employee 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 point has been reached. In the event that District-paid health and welfare benefits are to be terminated for the employee, the bargaining unit member shall be so notified, at least five (5) working days prior to termination.

E. **Bereavement Leave:**

1. Employees 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 his/her 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 employee 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 employee.
5. Bereavement leave shall not be deducted from sick leave.

F. **Personal Necessity Leave:**

1. Each employee 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 employee (limited to one (1) day).
 - c. Accident, involving the employee'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 employee'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, brother-in-law, or sister-in-law who is sick and where in an emergency other arrangement cannot be made.
 - f. Unforeseen natural disaster that prevents an employee from getting to work.
2. No more than seven (7) days of "sick leave" may be used for personal necessity in any school year. Three (3) of the seven (7) 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. Employees 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 employee shall resume her duties, shall be determined by the employee and the employee's physician and submitted to the District in writing.

2. All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery therefrom.
 3. 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 therefrom.
 4. No sick leave compensation shall be granted without such certification from the employee'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:** An employee 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.
- I. **Child Rearing Leave:**
1. An employee may be granted a leave without pay not to exceed one (1) year for the purpose of rearing pre-school 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:** Military leave shall be granted in accordance with federal and state laws subject to the following conditions: The employee shall notify the District and present to the District a copy of the orders received by the employee which stipulate the date of reporting and the date of cessation of such military leave.

- K. **Court Duty:** 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 employee gives to the District the fee received, exclusive of mileage allowance and reimbursable expenses.
- L. **Jury Duty:** Employees shall be released for jury duty without loss in pay subject to the following conditions:
1. The employee, 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 manager of the dates, location, and estimated time that the bargaining unit member will serve on jury duty.
 2. Upon completion of jury duty, the employee shall provide from the Jury Commissioner's Office a statement certifying the dates that the employee 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 employee were no longer required by the Jury Commissioner. Employees 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:**
- Employees 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 employee 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 employee is on industrial accident or illness leave shall, when added to a temporary disability indemnity payment granted to the employee 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 employee 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 employee 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 employee 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 employee 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 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 approved by the Superintendent or the bargaining unit member's designee. The employee 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 employee 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 employee 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 employee is still disabled and unable to work.
11. Employees requesting or planning leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to work. Payment shall not be made unless such certification is on file with the District.

N. **Administratively Approved Leave:**

1. The Superintendent or designee may grant leaves of absence subject to the conditions set forth in this Section.
 - a. Up to three (3) full days for any employee at full pay when the purpose of the leave is for the benefit of the District and the students thereof.
 - b. Up to three (3) full days for any employee, upon condition that the employee pays the cost of a substitute teacher whether or not a substitute is employed when the purpose of the leave is for the benefit of the employee and the District.
 - c. 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 employee. 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:**

The Superintendent or designee shall grant the Federation President or representative up to fifteen (15) days per school year for the purpose of either attending the statewide annual Federation conference or conducting Federation business. The cost of a substitute teacher shall be borne by the Federation. All requests for Federation leaves shall be made no later than two (2) workdays preceding the planned commencement of said leave.

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 or 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 employee, 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 employee 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 employee signs their request in writing as revised in accordance with this Agreement.
 - b. Agreement by the employee 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 employee who has failed to meet notification requirements specified by the District.
- 5.
 - a. The District shall make a reasonable effort to return an employee returning from the bargaining unit member's leave of not more than a year in duration to the school the bargaining unit member was assigned to prior to the leave.
 - b. If the employee 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.
- 6. 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.
- 7. An employee 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:**

Employees 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:

1. Sick leave (Including five (5) school month provision)
2. Industrial Accident and Illness leave
3. Jury Duty leave
4. Bereavement leave
5. Personal Necessity leave
6. Pregnancy Disability leave
7. Paternity/Maternity leave
8. Military leave
9. Court Duty leave
10. Administratively Approved leave
11. Federation leave

The foregoing leaves need to be requested in writing, signed, dated, and submitted to the District's HR 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 employees on the leaves referred to in this Section in accordance with the transfer procedures contained in this Agreement.

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

An employee elected or appointed to a State or Federal Office 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 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 employee 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. 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 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 employee 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 employee 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. Employees on sabbatical leave shall be paid at fifty (50%) percent of full salary rate. Upon return from sabbatical leave, the employee shall be placed on the appropriate step on the salary schedule as though such employee 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. Employees on sabbatical leave shall receive the same health and welfare benefit coverage provided to full-time employees 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 the 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 employee must file with the Board a suitable bond indemnifying the District for any salary paid the employee during the period of sabbatical leave in the event said employee 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 employee fails to carry out the conditions contained in the bargaining unit member's application and proposal.
- k. Failure of an employee 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 employee 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 employee 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 employee 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 employee 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 employee shall be collected.
- m. The employee 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 employee 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 employee 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 employees 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) employees 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 employees may be granted such leave requests from a commonly shared teaching assignment.

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

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

ARTICLE V - TRANSFER AND REASSIGNMENT**A. Transfer:**

1. A transfer is defined as the movement of a bargaining unit member from his/her 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 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, major/minor 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 teachers to serve as Teacher on Special Assignment (TSA). 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 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 Office 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 May 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.

- d. Nothing contained herein shall preclude the District from soliciting candidates for vacant positions from sources outside the District.

2. Interview and Selection:

For vacancies which occur between February 15 and May 31 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 employees 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.

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 May 31 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 his/her non-selection.

- a. 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 persons in the District are rated equally according to the criteria listed herein.
4. 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 - May 31 period specified in subsection B.1.

5. 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 not fully staffed 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 may 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 not fully staffed 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 teacher vacancy may 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 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 teacher vacancy may 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 referenced herein with an appropriately credentialed itinerant teacher, 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 teacher 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 persons 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 persons 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 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 his/her 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 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 persons 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 employee's reassignment.
 - c. Bargaining unit members involuntary 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:
 - 1. Anticipated number of midyear graduates.
 - 2. Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off campus instructional activities.
 - 3. Number, availability, and variety of instructional stations.
 - 4. 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. Drivers Ed. (with aide) 51 pupils.
 - 2. English Language Development (E.L.D.) 30 pupils. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 25 pupils for as long as they are available.
 - 3. Academic Language Development (A.L.D.) and Academic Language and Literature (A.L.L.) 30 pupils. The District shall use supplemental/concentration funds as class size reduction to lower the class size average to 25 pupils for as long as they are available.
 - 4. General Academic and online learning 30.2 pupils.
 - 5. Graduation Requirement Classes (language arts and math for seniors who have not passed the CAHSEE) 19 pupils.
 - 6. Family Services and Consumer Studies 27.4 pupils.
 - 7. Industrial Technology 27.4 pupils.
 - 8. Lab Courses 27.4 Pupils (in assigning students to Lab Courses consideration shall be given to the number of fully functioning stations).
 - 9. Mt. Toro 22 pupils.
 - 10. El Puente caseloads 35 pupils per unit member.
 - 11. Physical Education 42.8 pupils.
 - a. Not to exceed 48 pupils in any one class unless an aide or other appropriate support is provided.

- b. Supported classes not to exceed 52 pupils.
- 12. Language Arts Intensive 21 pupils. (The ratios in paragraphs E, F and G of this article shall not apply to Language Arts Intensive classes. However, sections with 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).
- 13. Business Technology - not to exceed the number of functioning work stations in the classroom.
- 14. Special Class General Academic 17 pupils, subject to the provisions in Article VI sections A through L.
- 15. Education Specialist caseload 26 pupils.
- 16. Moderate to severe - self-contained grades 7-12 - caseload 15 pupils.
- 17. Moderate Special Education Classes (Therapeutic Intervention, Functional Academics, and Social Communication) 15 pupils.
- 18. Postsecondary Transitions - Mild to Moderate - caseload 22.
- 19. Postsecondary Transitions - Moderate to Severe - caseload 16.
- 20. Individual Studies - 17 pupils

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.

Subsections E, F, and G Regarding Students with Disabilities

By the last workday of 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 E, F, G. Furthermore, 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 schoolyear and the first instructional day of the following school year.

- E. 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 pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.

- F. 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.
- G. 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 pupils receiving itinerant services only, such as speech, vision and hearing and orthopedic services.
- H. The number of students assigned to each teacher per period may vary widely depending upon the constraints of scheduling, the number of teaching stations available, the individual preferences of each teacher, and departmental decisions as to how students should be distributed within a department. The District will 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.
- I. The suggested class size averages enumerated in Section D herein are to be used to determine total class load.
- J. 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. If the average for any teacher exceeds the goals enumerated in subsection D as well as the ratios specified in subsections E, F and G, the employee subject to the excess or SVFT shall, upon request, be entitled to a conference with the Principal or his 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 eight (8th) day of instruction. The employee 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 and the participants shall review with the employee 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 to 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.
10. Hiring of new teachers.
11. Prohibiting the addition of more students to the classes.

Subsequent to the completion of the conference as specified herein, the Principal of the appropriate school 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 K below.

In the event that the problem is still unresolved, the 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 unit member, the site administrator and any other person deemed relevant to the issue. The SVFT and the Assistant Superintendent will work cooperatively and provide relief which can include the options listed in 1 through 11 above or some other mutually acceptable relief.

- K. 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 E, F and G. 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 paragraph J 1 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.

- L. The following provisions shall be applicable for counselors:
1. The student/counselor ratio in each of the middle and high schools will be four hundred and fifty to one (450:1).
 2. The above ratios are established with the understanding that the counselors will 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 categorical 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.
- M. Psychologists' ratio shall be one (1) psychologist for each one thousand eight hundred and fifty (1,850) students.
- N. The Speech Language Pathologists' caseloads shall be limited to fifty-five (55) pupils.
- O. For the school year, the work experience ratio will be one hundred twenty-five to one (125:1).
- P. 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.
- Q. 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 his/her department members to discuss teaching assignment and make a recommendation 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 month of each school year to discuss differentiated staffing for the following school year.

ARTICLE VII - HOURS OF EMPLOYMENT

A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all 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 "teacher workdays." The work year for new bargaining unit members will be one hundred eighty-six (186) working days.

2. The work year for psychologists, speech language pathologists, social workers, and nurses will 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 unit members shall be required to submit a calendar designating when each of the six (6) days will be worked, which will be subject to administrative approval.

3. The work year for all counselors shall be the same as that of all classroom teachers, except the Principal may 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 of the days they are needed to work at 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.

If a counselor wishes to work all one hundred eighty four (184) work days during the school year, the counselor may request, 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 full-time classroom teachers, except that the principal may designate up to four (4) working days of the 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, 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 full-time regular program classroom teachers, education specialists, psychologists, social workers, counselors, district nurse, librarians, work experience coordinators, and

speech therapists shall be seven (7) hours per day inclusive of a 30-minutes duty-free lunch, except as provided below:

Commencing with the 2016-2017 work year, for the 178 full instructional student days, the length of the workday for all 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.

For Mount Toro High School and El Puente High School, commencing with the 2016-2017 school year, the four additional minutes shall be added to the last period of the day for the 178 full instructional student days.

To compensate for the additional minutes added to the work day, the Certificated Employee Salary Schedules (712 & ROP) shall be increased by 0.925%.

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, except Everett Alvarez High School. 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.

The bell schedule for Everett Alvarez High School shall remain as currently established through the proposal process and is unaffected by this change.

- a. Lunch time supervision shall not encroach on the duty-free lunch. A reasonable time for the unit members to travel to the assigned lunchtime station shall be provided. Each minute of noon duty assignment will count, as 1.5 minutes toward the unit member's adjunct requirement.
- b. All 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. 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. 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 7, 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 unit member's duties require his/her presence at an off-work site location.

- 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 unit member's discretion, except that at the comprehensive high schools (does not apply to alternative education programs/sites and 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. Teachers 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. 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 and therapeutic intervention 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 staffing or certificated substitute pool teachers.

1. 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 teacher shall receive a sixth period day contract in lieu of a preparation period.
 2. 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 will not be assigned to the teacher during this period, but the period may be used to service students as needed for their specific program or needs of the students.
 3. When an alternate school schedule is required due to the transportation schedule or other unique needs of the classroom, the teacher may work an alternative schedule according to the defined workday found in Article 7, subsection B.
 4. 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.
- g. Bargaining unit members in general education assignments in grades 7-12 shall generally not be assigned more than two (2) preparations unless the unit member agrees. Unit members may be assigned more than two (2) preparations when the needs of the students require offering the class and other appropriately credentialed teachers are not available.

Examples may include, but are not limited to, foreign language, music, AG, career technical education, and singleton electives.

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 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 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 unit member possible solutions which may include, but not be limited to, the following:

1. Reasons for the additional preparation(s)
2. Anticipated duration of the additional preparation(s)
3. Possible teacher assignments/reassignment to relieve the excess preparation(s)
4. Possible redistribution of classes within the department
5. Constraints prohibiting an immediate remedy to the excess preparation(s)
6. Hiring of teachers for existing vacancies

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 (i.e. English 9 and English 9 TR) shall count as a single preparation.

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.

h. CO-TEACHING: The District shall seek volunteers for co-teaching between March 15 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.

Education Specialists shall share a preparation period with the teacher(s) with whom they co-teach during the school year. If it is not possible to schedule the general education co-teacher's preparation period during the Education Specialist's preparation period, then the Education Specialist and the general education teacher shall mutually agree to plan with one another through one of the following options:

1. Co-plan during the Education Specialist's conference period.
2. Be provided with up to two (2) periods X or Y periods per week paid at the per diem rate under an Extra Work Agreement (Bargaining unit members with an Extra Period Contract shall not be eligible for additional per diem payment.)
3. Co-plan during up to two (2) release days per month per unit members' discretion.

Unit members assigned to co-teaching shall be provided one (1) of the following three options for up to twelve (12) hours for preplanning their co-teaching assignment preceding the year of the co-teaching assignment:

1. EWA at the hourly rate of pay for preplanning prior to the end of the school year;
2. release time for preplanning prior to end of the school year;
3. EWA at the hourly rate of pay for preplanning time during summer.

Unit members assigned to co-teach shall be provided an Extra Work Agreement (EWA) for up to eighteen (18) hours paid at the curriculum rate per semester for work required in addition to preparation time. This time may be used for:

1. Co-planning lessons and designing instructional routines,
2. Identifying models of co-teaching which will be utilized for specific lessons and units,
3. Coordinating grading,
4. Modifying and adjusting assignments and assessments per student I.E.P.s,
5. Any other activities related to instructional services as specified in students' I.E.P.s.

2. Bargaining unit members shall be required to perform all or part of the following duties beyond the regular workday. For those teachers 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 Sub-sections a. - f. below.

a. Attendance at six (6) regularly scheduled faculty meetings not to exceed seventy-five (75) minutes per meeting, before or after the workday. 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 at six (6) regularly scheduled District or school department meetings. 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. Adjunct Duty

1. Beginning with the 2019/20 school year and continuing in future years bargaining unit members shall perform 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. The total hours needed will 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 will a bargaining unit member 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:

- a. Active Club Advisor with active constitution
- b. Class Advisor
- c. Dance Chaperone
- d. School Athletic Events
- e. School Field Trips that occur beyond the workday
- f. Promotion/graduation and other school related events that occur beyond the workday
- g. Beginning or end of lunch for for ten (10) minutes credited at one and one half (1.5) minutes for each minute served.
- h. Before or after school supervision

2. 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,

3. 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.

d. 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 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 unit members required to attend the ninth grade orientation shall be given two (2) hours of adjunct duty credit. If the evening ninth grade orientation at a given school site is not attended by at least ten percent (10%) of the parents of the incoming ninth graders in two consecutive years and if the principal decides to continue the ninth grade orientation, unit member attendance shall be voluntary. A unit member who voluntarily attends shall be given two (2) hours of adjunct duty credit. Verification of the ten percent (10%) minimum parent attendance requirement shall be conducted jointly by two site administrators and two site Federation representatives.

e. 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 teacher at times other than during the required on-site work hours. After sixty (60) minutes, teachers may excuse themselves from the meeting that day.

f. Participation on up to two (2) school or District committee(s) may be required during accreditation years.

3. The length of workday and assignment to duties listed above for unit members in part-time assignments shall be on a proportionate relationship to the workday and duties for full-time classroom teachers, except that unit members in part-time assignments shall attend all faculty meetings, departmental meetings, Back-to-School Night, Open House and participate in parent conferences.
4. A unit member who is assigned to teach less than four (4) classes per day is not entitled to a preparation and/or conference period. Education Specialists and Opportunity teachers will receive a pro rata preparation and/or conference period in relation to the number of periods taught.

C. 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 must 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 will be required of the teacher. All materials must be provided by the school; however, the teacher will be responsible to preview the material.
 - c. No teacher will be expected to act in the role of counselor.
 - d. Such schedules are subject to yearly review and will be ended should a majority of the teachers at the school so desire.
 - e. Any additional cost of the program will come from the school's formula funds.

- f. In schools which add the advisory period to an existing period, teachers who have a preparation period during the advisory period will be assigned to help supervise large classes, e.g., P.E.
 - g. The length of the teacher workday will not increase.
- 2. Full-time teachers of Alternative Education programs shall not be assigned more than the number of instructional minutes required of regular classroom teachers, except that the scheduling of such time shall be at the discretion of the District.
- 3. Teachers assigned to R.O.P. shall be assigned a maximum of six (6) clock hours of instruction. Effective July 1, 2019, the R.O.P. salary schedule (Appendix B) shall be increased by 8.35%, which shall be in lieu of a preparation period. R.O.P. teachers shall not be entitled to a preparation period. R.O.P. teachers, during the first semester of employment, may be assigned one (1) hour at 1/6th of their per diem rate for the purpose of curriculum development. Such curriculum development time shall not extend beyond one (1) semester. The regular assignment of R.O.P. instructors 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.
 - a. Commencing with the 2019-2020 school year, ROP/CTE bargaining unit members not contracted to work an Extra Period Contract but 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 teachers 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 a sixth (6th) period schedule, paid as a stipend compensated at 1/6th of their daily per diem rate, for sections which address increased enrollment or class seize issues.
 - b. Unit members who elect to teach a sixth (6th) period shall notify the District no later than April 15 of the previous school year. The District will assign available sixth (6th) periods to unit members who have indicated their interest by the April 15 deadline prior to seeking out other unit members who wish to be assigned a sixth (6th) period schedule. The District is not—required to reduce a full-time position to part-time to create a sixth (6th) period teaching option. The District shall not assign a sixth (6th) period schedule for the next school year for any teacher prior to the last week of the current school year.
 - c. Education Specialists in moderate-severe or therapeutic intervention programs may volunteer to teach a sixth (6th) period contract when administration has determined that the needs of his/her students require supervision during the preparation period.

- d. Education Specialist and general education teachers in co-teaching assignments who do not share a common preparation period may volunteer to work up to two (2) periods (X or Y period) per week paid at the per diem rate under an extra work agreement. Bargaining unit members with a 6th period contract shall not be eligible for additional per diem payment. This language shall not apply should a Memorandum of Understanding regarding co-teaching be in place.
- e. The pool of unit members who may elect to accept a sixth (6th) period schedule shall only be:
 - 1. Those who have the appropriate California teaching credential for the course section being added, and
 - 2. Those who have had a "proficient" or better overall rating on the unit member's most recent evaluation, with no areas indicated as "needs improvement".
 - 3. Probationary unit members without a clear credential are not eligible for a sixth period schedule.
 - 4. If a teacher defined in d.1-3 above is not available, administration may offer a sixth (6th) period schedule to unit members with a preliminary credential in the appropriate subject area with mutual agreement between the District and SVFT.
- e. The assignment of sixth (6th) period schedule will be based upon the following criteria in order:
 - 1. PLC Level:

The 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 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 C.5.e.1 above are eligible or willing to accept the sixth (6th) period schedule, the 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 unit members in subsection C.5.e.2 above are eligible or willing to accept the sixth (6th) period schedule, the 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 unit members are willing to accept a sixth (6th) period schedule in subsections C.5.e.1-3 above have the same date of hire with the District, a coin-toss conducted by the impacted unit members and supervised by the Federation and the District will determine the assignment.

- f. 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 a sixth (6th) 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 sixth (6th) 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 6th period contract. Any challenge to a sixth period assignment 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 sixth period contract has been formally

communicated to SVFT by the District, whichever is later.

- g. Time normally spent by the 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, teachers 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.

D. **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 weeks 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.

E. **PROPOSAL PROCESS:**

Notwithstanding any provision of this Article, with the support of the Administration and the Federation, teachers 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 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 (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.

The following is a sample of a base High School schedule and a Middle School schedule. Please see appendix L

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 orientations 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 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 philosophy and goals of the District. The final decision on required standards of expected student achievement as expressed within the current philosophy and goals of the District shall remain with the Board.
- C. These procedures shall apply to all unit members except that in the case of teacher 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 two (2) years of service as a teacher intern. The Principal shall evaluate each teacher intern during the first two (2) years of service or shall appoint another administrator for this purpose.
- D. Evaluation of employees shall be in accordance with the provisions of the Stull Act (Sections 44660 et. seq. of the Education Code).
- E. Each employee 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 unit members in their first year of employment, shall bring a draft copy of the planning guide to their first meeting with their evaluator. First year unit members' planning guide shall be completed mutually during their first meeting with their evaluator.
- F. 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 two (2) formal class observations. The employee shall be given the opportunity to sign the evaluation signifying only that the employee has read it and not necessarily that the employee agrees with it. Certificated management evaluators are responsible for the content of evaluation reports and information obtained from other sources shall be clearly identified, documented, corroborated by other sources.

Tenured employees who have served in the District for at least five (5) years in tenured 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 employees and posted on employee bulletin boards at all schools and other work sites of the District. There shall be at least twenty-four (24) hours notice, informing employees 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. Tenured employees scheduled for evaluation during the year shall have the option of selecting from among the designated certificated management evaluators at the employee'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 week of school, whichever 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 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 employees shall involve an additional evaluator when requested by the employee within the evaluation cycle

An individual conference to discuss the evaluation shall be held at least sixty (60) days prior to the end of the school year. The employee may submit a written response to the evaluation. The employee 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 employee's personnel folder in the District Human Resources Office. Summative evaluation information contained in employee personnel files shall be available only to those persons authorized by law to review such information. 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.

- G. If a 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 unit members has made on the plan in accordance with the annual evaluation timeline mutually agreed to by SVFT and the District.
- H. Summative evaluations of employees 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 employee 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 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.
 - 1. Any Summative Evaluation with one (1) or more of the California Standards for the Teaching Profession rated as "Unsatisfactory" shall be considered an overall rating of "Unsatisfactory". No 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 teacher 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 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 teacher shall receive a copy of the completed formal observation report. If the observation report includes areas 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. In the event an agreement cannot be reached on the Plan of Assistance after a 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 by subsequent observation(s) and implemented at least twenty (20) days prior to the conference to discuss the summative evaluation report. If a third 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 teacher.
- c. The unit member may, until January 31 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 include a plan of assistance. The Plan of Assistance shall be jointly developed by the evaluator and evaluatee. In the event an agreement cannot be reached on the Plan of Assistance after a mutual attempt to develop a joint plan, the evaluator shall make the ultimate decision on the Plan.

- I. These evaluation procedures shall be implemented in accordance with a 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 employee during any year, when documented need exists for such a plan of assistance.

- K. The employee or a representative the employee 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 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.
- 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. teachers, evaluations shall normally be done every other year. Part-time and probationary R.O.P. teachers 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 unit member with a minimum of ten (10) years of experience in the teaching profession with five (5) of those years as a permanent certificated employee in the District may, with the agreement of another permanent 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 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. 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 techniques outlined in the California Teaching Standards as described in the standard evaluation form, and the Education Code.
4. 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 must attach a written statement outlining the reason for the disagreement. The evaluation, with the written attachment, will 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.
5. 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.
6. 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 purposed 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 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 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 of the parties; (2) that grievances under this Article to challenge Notices of Unprofessional Conduct shall not be filed until after 120 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 employees 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.

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 employees whose contract year commences on or after July 1, 2016 shall be placed on the salary schedule based upon one (1) step for each year of previous teaching experience up to a total of fifteen (15) years.
2. Teachers initially employed for the 1968-69 school year or thereafter, and placed on Column One (I) or Column Two (II) of the salary schedule may not advance beyond the dotted line therein.
3. New employees may be granted one (1) year of credit on the salary schedule for military services, 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 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 equivalent shall be granted when such units, degrees, or degree equivalents are earned from an accredited college or university, or such units, degrees or degree equivalents are evaluated and accepted by an accredited college or university. Recognition of units earned, degrees awarded, or degree equivalents may be granted, upon approval, by the Board if such units, degrees, or degree equivalents are earned from an institution which has been granted approval status under Section 94310., sub-paragraph B., of the Education Code, or such units, degrees, or degree equivalents are evaluated and accepted by an institution which has acquired approval status as set forth in Section 94310., Sub-paragraph B. of the Education Code. Recognition of units earned, degrees awarded, or degree equivalents shall under no other circumstances be granted if awarded by an institution defined as exempted under Section 94303, Sub-paragraph B, of the Education Code. Further, no other recognition of units earned, degrees awarded, or degrees equivalent are awarded by an institution granted authorized status under Section 94310, Sub-paragraph C. of the Education Code.
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. Except as otherwise provided by criteria established for academic equivalency placement, employees who hold a valid California teaching credential, but do not have a Bachelor's degree or its equivalent, shall be limited to Column One (I).
 7. Criteria for placement on the salary schedule under academic equivalency provisions as adopted May 23, 1968 are available in the Human Resources Office.
 8. New employees to be placed on the salary schedule in accordance with the criteria for academic equivalency shall be granted one (1) step for each five (5) years of verified employment directly relating to the prospective assignment, up to a maximum of five (5) steps.
 9. Units earned for consideration of advanced placement on the salary schedule shall fall within: 1. the major or minor teaching field of the employee, or; 2. the employee's 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 employee'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. Employees 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 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.
 10. No salary payments to new employees will be made until the official transcripts of record and verifications of teaching experience are filed in the Human Resources Office.

11. All unit members with an earned doctorate shall receive an additional two and fifty-four/one-hundredths percent (2.54%) of base pay.
12. 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.
13. The vertical placement of continuing employees 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.

Employees will 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 his/her 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 employee in the successive school year.

Money withheld as a salary increment may be made available to the affected employee for necessary documented expenses incurred in seeking to upgrade his/her skills as prescribed in a Plan of Assistance. The District's intent is that the withheld increment will be used for expenses incurred in improvement if the person's attitude is open to improvement. Details on the reimbursable expenses will be worked out in each case with the Federation.

No employee shall be placed on a Plan of Assistance unless first warned in writing by an evaluator serving under Article IX., Section F. and/or G., or by an evaluator exercising the authority of Article IX., Section I., that improvement or correction is necessary in a specified area of deficiency. Insofar as is possible, the same administrator whom the employee has previously picked as an evaluator will implement a Plan of Assistance. Nothing

contained herein would prevent another administrator who has personal and direct knowledge and/or experience with the unsatisfactory performance of the staff person from doing a Plan of Assistance when the chosen evaluator does not have such personal knowledge and experience. Exceptions to this warning requirement will apply however, in instances of gross misbehavior or conduct including, but not limited to, assault on a pupil or another employee, or criminal conduct on school premises affecting students and employees.

The evaluator must review the Plan of Assistance upon the employee's request approximately every twenty (20) school days for the duration of the Plan of Assistance. Written progress reports will be given to the employee at such conference(s). At any conference, if substantial improvement has taken place in all areas, the employee shall be taken off the Plan of Assistance. The evaluator has the right to confer with the employee at any time during the Plan of Assistance.

The employee may appeal the withholding of the salary increment to a three (3)-person panel within five (5) working days of the receipt by the employee of the evaluator's determination. The panel shall have up to ten (10) working 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.

The three (3) person panel shall be composed of an employee selected by the District, an employee 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 orally to the Board by the "neutral" member of the panel. The Board shall hear the

matter in closed session unless the employee requests an open session.

Where an employee has had a salary increment withheld and is subsequently removed from the Plan of Assistance, the employee shall receive the salary and increment for which the employee is otherwise eligible had s/he not been placed on the Plan of Assistance. No retroactive payment of the lost increment shall be made, however.

14. Longevity increment steps on the salary schedule shall be awarded to employees 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.
15. New teachers hired by the District beginning with the 2002-03 academic year must obtain CLAD, BLAD or SB1969 certification prior to advancing beyond their Probationary II salary placement. In the event that a teacher fails to obtain such certification by June 30th of their second probationary year, the teacher will not advance to the next step of the salary schedule until evidence of completion of such requirements has been presented to the District. Tenured teachers in their third year of service in the District who supply the District with evidence of completion before February 1st of their third 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, employees employed in extra-pay activities listed in Appendix C. shall be compensated in accordance with the schedule set forth in Appendix C.

C. **Miscellaneous Compensation:**

The District shall pay for any damage to personal property suffered by the employee in the performance of his/her duty according to Appendix G.

D. **Mileage Reimbursement:**

Employees 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. **34TH Step:**

A 34th Step will be added to the regular certificated employee salary schedule. To be eligible for placement on the 34th Step, the employee must have completed since the last step movement 150 clock hours of participation in activities that are aligned with the California Standards for the Teaching Profession that contribute to competence, performance, or effectiveness in the profession of education and the teacher's classroom assignments. Acceptable activities shall be defined by the commission on teacher credentialing to include, among other acceptable activities, the completion of courses offered by regionally accredited college and universities, including instructor-led interactive courses delivered through online technologies; participation in professional conferences, workshops, teacher center programs, staff development programs; service as a mentor teacher pursuant to Education Code section 44496; participation in school curriculum development projects; participation in systematic programs of observation and analysis teaching; service in a leadership role in a professional organization; and participation in education research or innovation efforts.

Employees who are on Step 31 during the 2001-2003 school year shall not be required to demonstrate completion of the 150 clock hours on Column's VI, V, and VI.

ARTICLE XII - HEALTH AND WELFARE BENEFITS

- 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:

	Total Maximum
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:

	Total Maximum
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.

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

- 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.

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 s/he would be earning had s/he 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 employee's immediate manager 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 employee may submit such alleged violation to the appropriate administrative agency, and shall not process a grievance.
- D. Incidents involving student assault and battery or attempted student assault and battery on staff shall be handled according to Appendix G., but not processed as a grievance. When the immediate manager or his/her 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 s/he reasonably believes that staff safety is in jeopardy, s/he shall provide essential information to the appropriate staff.

When an administrator becomes aware of a threat against a teacher, s/he 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 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 unit member, s/he shall notify the unit member and the District Office. A plan shall be developed to protect the safety of the teacher. If the teacher is not satisfied with the determination at the site level, s/he 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 teacher, nothing contained herein shall preclude the rights of employees to exercise their lawful rights per Section 48901 of the Education Code.

- E. The District shall provide a legal defense for an employee in any litigation brought against an employee while acting within the scope of his/her 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 employee unless contrary to law.

ARTICLE XVI - IN-LIEU/COMPENSATION FOR SUBSTITUTE SERVICE

- A. "In Lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period. A "conference period" does not qualify as a "preparation period". Accordingly, special education staff 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, employees may perform and earn only one (1) period/block of substitute in lieu credit per school day. For the purposes of this article, "instructional staff" means unit members who are serving as classroom teachers.
- 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 unit members shall make this election at the time they are hired. The employee who has earned in lieu credit may accrue in lieu time up to thirty-six (36) hours during a calendar year at the curriculum rate.
 - 1. All in lieu time earned by a unit member who selected to "cash out" shall be paid on the December supplemental pay warrant at the curriculum rate. These unit members shall not be eligible for time off as the member selected "cash out."
 - 2. 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 eighteen (18) 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 curriculum rate.
 - 3. Upon termination of employment for any reason, including retirement, any remaining in lieu shall be monetarily compensated at the curriculum rate applicable at the time of termination.
- D. In lieu substitute service by unit members shall first be solicited from amongst available instructional staff on a voluntary basis within the department. Prior to the end of the school year, instructional staff 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. In the event that no volunteer can be obtained to substitute, any certificated employee may be assigned. Such involuntary assignments shall be on an occasional basis.

- E. Non-instructional certificated staff 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 staff member must hold a valid teaching credential.
 2. Schools will exhaust all other possible sources for covering the class prior to requesting a non-instructional staff member to take an assignment.
 3. The non-instructional staff 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 staff members may review with the Principal an hour equivalent work to be completed at home.
 4. Use of this time will be subject to all current requirements of this Article.
 5. In lieu assigned or earned substituting for a classroom teacher 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 employees using in lieu for time off, the following rules shall apply:
1. Unit members may use unlimited in lieu for absences during their preparation period.
 2. Unit members may use in lieu for a partial day absence no more than five (5) times per year unless permission is obtained from the Principal to exceed this limit.
 3. Unit members may not use more than a total of six (6) 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 weeks of employment unless the resignation is for reasons beyond the employee's control. The Principal may, at his or her sole discretion, grant an exception to this provision and allow in lieu to be taken during the above mentioned time periods upon written application from the employee.

5. The following is the maximum number of instructional staff that may be absent on in lieu credit on any given day at a school site: high school = 5; middle school = 4; schools with less than 15 instructional staff = 3. A sign-up sheet shall be made available at the Principal's office. Employees must indicate a planned absence on the sign-up sheet, 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 employee uses the in lieu for a preparation period, the employee is only required to verbally inform the secretary 48 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 staff 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 employees of their professional obligations as defined elsewhere in this Agreement.
- I. Education Specialists at sites with block or rotating schedules that create a combined preparation/conference period may be required to perform in lieu substitute service during that period, but shall not perform in lieu substitute service on two consecutive workdays.
- J. Education Specialists 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'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

In historical folder

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

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 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 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, (1½ 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 evaluate, 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)

ARTICLE XXIV-SUMMER SCHOOL

The following items will become effective beginning with the 2000-2001 summer school.

- A. Summer school teachers 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. Teachers utilizing this leave will be responsible for completing lesson plans for the classes missed. Summer school teachers attending mandatory conferences will 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 teaching assignments shall be voluntary. Bargaining unit members who are interested in teaching in the summer school or intersession shall submit an application within the established timeline.
- D. Preference in hiring summer school teachers shall be given to teachers in the following order:
 - 1. First priority: Tenured and probationary bargaining unit members with "proficient" or "distinguished" evaluations 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: Bargaining unit members with "proficient" or "distinguished" evaluations 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: Tenured and probationary bargaining unit members from other school sites with "proficient" or "distinguished" evaluations 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: Teachers from outside the school district who are fully credentialed in the subject area of the course being taught.
 6. Sixth priority: Teachers who hold credentials valid for teaching summer school.
- E. Summer school teachers and intersession teachers shall be compensated for five (5) hours of daily classroom instruction time and one (1) hours of preparation-supervision time each day, for a total of six (6) hours per day. 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 summer school per diem rate. The District shall pay each teacher his or her summer school per diem rate for one day of classroom preparation prior to the beginning of the session.
- The District and the Federation at any time may negotiate alternate schedule of compensation, calendars and/or workdays.
- F. The District may require attendance at one staff meeting during the session outside of regular working hours.
- G. Each summer school teacher shall be responsible for 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.
- H. Summer school teachers shall have the same obligation for parent conferencing as during the regular school year.
- I. The Summer school rate of pay shall be an hourly rate based on Step 1, Column I of the regular-year salary schedule.
- J. 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 teacher 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.

- K. 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.
- L. Summer school teachers shall be paid for all work during the summer session by no later than August 31st of that calendar year.
- M. 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 may appoint two members to the interview panel that makes recommendations to the administration and Board for any appointments for Summer-School-Teacher-in-Charge.
- N. 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 employees 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 purposed of enforcing the rights granted in those Articles.

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.
 6. MANDATORY REFERRAL: The process under AB1X by which a permanent teacher is required to participate in the Peer Assistance and Review process.
 7. 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;
 - d. Must have demonstrated ability to work collaboratively and successfully with others;
 - e. Must have the Cabinet's approval;
 6. Salinas Valley Federation of Teachers appointees to the Panel must meet the following criteria:
 - a. Must be a tenured teacher with at least five years teaching experience in the classroom;
 - b. Must have excellent performance evaluations in the area of classroom instruction;
 - c. Must have a demonstrated ability to maintain good working relations on personnel matters;
 - d. Must have demonstrated ability to work collaboratively and successfully with others;
 - e. Must have the Salinas Valley Federation of Teachers Executive Board's approval;

7. The duties of the Joint Panel shall include the following:
 - a. Scheduling, conducting and recording an adequate number of meetings to fulfill its required duties;
 - b. Undergoing training in the management and implementation of PAR program.
 - c. Implementing the application process for the selection of Peer Assistants;
 - d. Observing qualified Peer Assistant applicants;
 - e. Selecting Peer Assistants;
 - f. Providing written recommendations to the Board of Trustees on participating teachers who have been given a mandatory referral to the Peer Review process.
 - g. Evaluating the District's Peer Assistance and Review program on an annual basis and submitting the report to the Superintendent and the Board of Trustees;
 - 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;
 - a. Clinical Supervision
 - b. Instructional Strategies
 - c. Analysis of Lesson Plan Design
 - d. Communication Skills
 - e. 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.

KNOWLEDGE: Applicants must demonstrate the following:

Knowledge of specific curricular disciplines;

Mastery of a range of teaching methods and strategies;

Understanding of how to meet the needs of a wide range of students;

Mastery of effective classroom management techniques;

A willingness to learn more about adult learning processes and coaching strategies;

An understanding of the role of the Peer Assistant as described in the Peer Assistance and Review Article of the collective bargaining agreement;

Recent professional development in their content area;

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.
- d. 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:
 - 1. 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.
 - 2. 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.

3. 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.

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.

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.

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 a 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.

E. 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.
8. 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.

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 TEACHERS

SALINAS UNION HIGH SCHOOL DISTRICT
And
SALINAS VALLEY FEDERATION OF TEACHERS

CONTRACT AGREEMENT
For Substitute Teachers

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 sole provisions of the Contract applicable to substitute bargaining unit members.

A. Wages

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

1. In the event that the substitute teacher is assigned to substitute for a teacher who is on a long-term leave of absence (at least twenty-five (25) consecutive days), the substitute teacher shall be paid a per diem rate based upon Step 1, Column 1 of the regular certificated employee salary schedule retroactive to the first day of the assignment. Retroactive pay is paid in the month following service.
2. A substitute teacher who has substituted for the District for fifty (50) cumulative days in one school year shall be paid a one-time bonus of \$500.00. A substitute teacher who has substituted for the District for one hundred (100) cumulative days in one school year shall be paid an additional one-time bonus of \$500.00. Substitute teachers who attend the substitute teacher in-service meeting will have that day count as one of the 50 days within a school year. Accumulated days do not carry over to the next school year.

3. A substitute teacher who works a partial day of no less than 3.5 hours (one half (1/2) the daily assignment) will have those hours count towards a full day 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. Teachers employed under the "30-day Substitute Emergency Permit" can substitute no more than 30 days for any one teacher in the same school year, except in an emergency circumstance which includes but is not limited to times another credentialed substitute is not available.
2. Teachers 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 teacher in the same school year, except in Special Education classes where they can substitute for a maximum of twenty (20) days for any one teacher in the same school year.
3. Teachers who substitute in a subject not covered by their regular credential are eligible to substitute on a long-term assignment of over 30 days only if they have completed 15 units in that subject area, have passed CBEST and hold at least a Bachelor's Degree.

C. Hours

1. A fulltime daily assignment for a substitute teacher shall be seven (7) hours on site, which shall include six (6) teaching periods or equivalent block schedule at a comprehensive high school and at a middle school and all minimum days, collaboration days, days restructured for professional development, testing or other school activities. A full time daily assignment at Mt. Toro High School, El Puente High School, or Community Day School shall be subject to assignment by the site

administrator. Substitutes will be provided with a thirty (30) minute duty free lunch. Partial day assignments for accrual purposes apply as above.

2. In the interest of maintenance of a viable substitute teaching 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 teacher 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 teachers who do not wish to be included on the daily call list in the substitute management system. These teachers shall not be subject to the minimum days of service requirement as stated in C.2 of this same Article.

These teachers may be specialized teachers who seek long term assignments in a unique credential area. Unique teaching 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 teachers who are willing to substitute at a particular school site to fill an emergency need on an occasional basis.

D. Fulfillment of Assignments

A substitute who accepts an assignment and cancels 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 subject to 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 teacher 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 teachers may cancel an assignment due to personal illness or personal necessity 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 starting 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

When a substitute teacher receives a negative evaluation report or complaint from a teacher, the District shall notify the substitute. The substitute teacher shall contact the site administrator to schedule a meeting. The site administrator may require the complaining teacher to be present at the meeting with the substitute. The substitute teacher shall have the right to have a union representative present at the meeting. The substitute shall have an opportunity to review the complaint prior to the meeting and to provide additional information at the meeting regarding the negative report/complaint. Failure of the site administrator to comply with this provision shall be subject to Article III – Grievance Procedure through Level III.

1. Informal Complaints

If an informal complaint occurs outside of the criteria listed paragraph 2 a-h below, the administrator in charge may hold an informal meeting with the substitute teacher, if it is deemed necessary by the site administrator, and a conference summary may be provided. The substitute teacher shall have the right to union representation, if requested. No substitute teacher shall be blocked for the first informal complaint in a given school year. A substitute teacher may be blocked from a specific school site upon subsequent informal complaints within the same school year about the same or similar issue pending a resolution with the site administrator.

2. Formal Complaints

The criteria for determination of a formal complaint which may include negative substitute evaluation reports shall be based upon the discretion of the site Principal and shall include, but not be limited to:

- a. District or teacher's Discipline standards not maintained
- b. Failure to complete daily lesson plans without mitigating circumstances
- c. Failure to cover the regular teacher's "other contractual duties" specified in the lesson plan
- d. Use of abusive, intimidating or foul language
- e. Use of physical restraint or force
- f. Dereliction of supervisory duty
- g. Violations of California Education or Criminal Code
- h. Violations of Board Policy

3. Complaint Procedure

The following steps shall be followed in the case of any complaint made about a substitute teacher.

- a. If there is a complaint by school staff or a community member about a substitute teacher's work, the substitute teacher evaluation form should be completed and submitted to the administrator in charge.
- b. The administrator in charge shall provide a copy of the substitute teacher evaluation form to the substitute teacher to communicate that there has been a formal complaint filed, including the date and the name of the classroom teacher. The substitute teacher may request a meeting with the principal/designee within ten (10) working days of the complaint being filed. The substitute teacher shall have the right to union representation at this meeting.

- c. If necessary, disciplinary action will be taken by the Assistant Superintendent of Human Resources. The substitute teacher will meet with the principal and Assistant Superintendent of Human Resources as soon as possible. The substitute teacher shall have the right to present any and all information relevant to the complaint at this time. The substitute teacher shall have the right to union representation at this meeting.
- d. Within fifteen (15) working days, the Assistant Superintendent of Human Resources shall provide the substitute teacher with a written response in regard to the resolution of this incident. Such response should include any specific disciplinary action taken.
- e. Any formal complaint or complaint found under criteria E.2.a-c of this Article that is not made within fifteen (15) working days shall not result in a block from the specific school site.

4. Blocks

A block is the prohibiting of a substitute teacher 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 Teacher Complaint Procedure outlined in Article XXVI.E above:

- a. For informal complaints: Blocks may be instituted per E.1 above
- b. For criteria found in E.2.a-c above: a block at a school site may be instituted pending a resolution to the formal complaint
- c. For criteria found in E.2.d-h above: a block at all school sites shall be implemented except in the case of criterion E.2.e, only where it can be demonstrated that the use of physical restraint was necessary to prevent a fight and/or prevent serious physical harm to a student or others
- d. No block at any school site resulting from a complaint under criteria E.2.a-c shall continue for

more than one (1) month or 23 school days if the site administrator has not met with the substitute teacher.

- e. A substitute teacher who has received two (2) blocks as a consequence of complaints, which have been verified through investigation may be subject to any of the following discipline consequences at the discretion of the district:

- i. Probation
- ii. Suspension from district call list
- iii. Permanent blocks at one or more sites
- iv. Termination per subsection I

F. Evaluation

A substitute teacher shall submit a daily report on the form which is attached as Appendix R of the SVFT-SUHSD Bargaining Unit Contract. Each substitute teacher shall receive a daily report from the regular classroom teacher for whom the substitute teacher is covering. The form used is attached as Appendix S. Upon request by the substitute teacher, the District shall schedule an annual evaluation meeting with the substitute teacher.

G. Health and Welfare Benefits

A substitute teacher 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 teacher 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 teachers shall be:

1. Article III - Grievances: Substitute teachers 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 teachers 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 teachers upon written request from such teachers to the Assistant Superintendent of Human Resources, in compliance with the State Teachers Retirement System. Teachers who retired under threat of discipline shall not be included under this subsection.
- K. This document shall be the exclusive collective bargaining agreement affecting substitute teachers.

ARTICLE XXVII - USE OF TECHNOLOGY

- A. All classroom teachers will, in the performance of their professional duties, be expected to maintain the district-adopted computer-based student information system and electronic gradebook, including the posting of assignments.
1. Upon request, the District shall provide both paid or release time opportunities for training on the District-adopted computer-based student information system and electronic gradebook for unit members.
 2. For all subsequent computer-based student information systems and electronic gradebook adoptions, SVFT 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. 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 pilot.
 3. Thirty-six (36) months before a contract for a computer-based student information system and electronic gradebook expires, 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. When the District's adopted computer-based student information system and electronic gradebook is on a year to year contract, this committee shall convene by December 2016, and thereafter biannually (twice a year) to evaluate and recommend continued usage.
- B. All classroom teachers, except teachers working in alternative education programs, shall be expected to maintain and post a list of student assignments and assessments on the mutually agreed upon electronic gradebook and update student assignments and assessments at a minimum of every two weeks, excluding student recesses of one week or more.

- C. 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 unit members shall review their district-sponsored e-mail account. Unit members shall be expected to respond to parent e-mails, when appropriate, in no later than two (2) workdays.

ARTICLE XXVIII - MANDATORY & VOLUNTARY
STATUTORY BENEFITS EXPLAINED

A. Pre-Tax and Tax Deferred Benefits:

1. The District shall survey all district employees every other year beginning in school year 2019-2020. 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 this sample are dissatisfied, the District shall go out for Requests for 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.
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. Special Education Teachers
13. Curriculum Associates
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 teachers-in-charge, 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

-Teachers

SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EMPLOYEE STIPEND SCHEDULE

2019-2020

0.167% OF Salary Schedule												CLASSIFICATION												Work Year = 184 Days			
Escape	A	I	A	B	II	B	II	C	III	C	III	D	IV	D	IV	E	V	E	V	F	VI	F	VI				
STEP	PER DIEM	B.A.	PER DIEM	B.A.+15*	PER DIEM	B.A.+15*	PER DIEM	BA+30* w/ Prelim or Prof Cred	PER DIEM	BA+30* w/ Prelim or Prof Cred	PER DIEM	B.A.+45* OR M.A.	PER DIEM	B.A.+45* OR M.A.	PER DIEM	B.A.+60* OR MA+15*	PER DIEM	B.A.+60* OR MA+15*	PER DIEM	MA+30 OR B.A.+ 75 With MA	PER DIEM	MA+30 OR B.A.+ 75 With MA					
1	43.74	\$8,048	45.92	\$8,450	48.23	\$8,874	50.64	\$9,227	52.16	\$9,597	54.77	\$10,078	57.50	\$10,580	60.38	\$11,005	62.79	\$11,445	65.32	\$11,902	67.92	\$12,378	70.65	\$12,939			
2	45.48	\$8,369	47.77	\$8,789	50.15	\$9,227	52.66	\$9,689	55.29	\$10,173	58.05	\$10,682	60.38	\$11,109	62.79	\$11,554	65.32	\$12,018	67.92	\$12,498	70.65	\$12,939	73.46	\$13,517			
3	47.30	\$8,704	49.68	\$9,142	52.16	\$9,597	54.77	\$10,078	57.50	\$10,580	60.38	\$11,109	62.79	\$11,554	65.32	\$12,018	67.92	\$12,498	70.65	\$12,939	73.46	\$13,517	76.40	\$14,057			
4	49.21	\$9,054	51.65	\$9,504	54.26	\$9,983	56.96	\$10,481	59.81	\$11,005	62.79	\$11,445	65.32	\$12,018	67.92	\$12,498	70.65	\$12,939	73.46	\$13,517	76.40	\$14,057	79.46	\$14,621			
5	51.17	\$9,415	53.72	\$9,885	56.41	\$10,380	59.23	\$10,899	62.20	\$11,445	65.32	\$12,018	67.92	\$12,498	70.65	\$12,939	73.46	\$13,517	76.40	\$14,057	79.46	\$14,621	82.64	\$15,205			
6	53.21	\$9,791	55.88	\$10,281	58.67	\$10,795	61.61	\$11,336	64.68	\$11,902	67.92	\$12,498	70.65	\$12,939	73.46	\$13,517	76.40	\$14,057	79.46	\$14,621	82.64	\$15,205	85.94	\$15,813			
7			58.11	\$10,692	61.02	\$11,228	64.08	\$11,790	67.27	\$12,378	70.65	\$12,939	73.46	\$13,517	76.40	\$14,057	79.46	\$14,621	82.64	\$15,205	85.94	\$15,813	89.38	\$16,445			
8					63.46	\$11,677	66.63	\$12,260	69.96	\$12,872	73.46	\$13,517	76.40	\$14,057	79.46	\$14,621	82.64	\$15,205	85.94	\$15,813	89.38	\$16,445	91.17	\$16,775			
9					65.99	\$12,143	69.29	\$12,750	72.76	\$13,388	76.40	\$14,057	79.46	\$14,621	82.64	\$15,205	85.94	\$15,813	89.38	\$16,445	91.17	\$16,775	92.98	\$17,108			
10					68.64	\$12,629	72.07	\$13,260	75.68	\$13,926	79.46	\$14,621	82.64	\$15,205	85.94	\$15,813	89.38	\$16,445	91.17	\$16,775	92.98	\$17,108	94.85	\$17,452			
11					71.38	\$13,134	74.96	\$13,793	78.71	\$14,482	82.64	\$15,205	85.94	\$15,813	89.38	\$16,445	91.17	\$16,775	92.98	\$17,108	94.85	\$17,452	96.74	\$17,800			
12							77.95	\$14,343	81.85	\$15,060	85.94	\$15,813	89.38	\$16,445	91.17	\$16,775	92.98	\$17,108	94.85	\$17,452	96.74	\$17,800	98.67	\$18,156			
13									85.13	\$15,663	89.38	\$16,445	91.17	\$16,775	92.98	\$17,108	94.85	\$17,452	96.74	\$17,800	98.67	\$18,156	100.66	\$18,521			
YEARS																											
16																											
19																											
22																											
25																											
28																											
31																											
34																											

*SEMESTER UNITS

Board Approved: 8/11/2020

1% Increase to certificated schedules retroactive to July 1, 2019.

.73% Increase on H&W CAP, effective August 1, 2019.

New Sub Rate (retro to 7/1/19) = \$170.04/day (\$28.34/hr).

New Sub Rate paid retroactively when 10 day monthly service is reached = \$181.38/day (30.23/hr).

New Hourly Rate (retro to 7/1/19) = \$47.27/hr.

SALINAS UNION HIGH SCHOOL DISTRICT
ROP EMPLOYEE SALARY SCHEDULE
2019-2020

CLASSIFICATION

Escape	A I PER DIEM	A I Desig. Subject Vocational Credential	B II PER DIEM	B II DSVC + 30 Units or 8 yrs. Exp.	C III PER DIEM	C III DSVC + BA or 10 Yrs. Experience	D IV PER DIEM	D IV DSVC + BA or 12 Yrs. Experience
STEP								
1	241.66	\$44,465	253.76	\$46,692	266.45	\$49,026	279.77	\$51,477
2	246.51	\$45,357	266.45	\$49,026	279.77	\$51,477	293.75	\$54,050
3	251.43	\$46,263	279.77	\$51,477	293.75	\$54,050	308.45	\$56,754
4	256.47	\$47,190	293.75	\$54,050	308.45	\$56,754	323.88	\$59,593
5	261.60	\$48,134	308.45	\$56,754	323.88	\$59,593	340.06	\$62,571
6	266.84	\$49,098	323.88	\$59,593	340.06	\$62,571	357.05	\$65,698
7			340.06	\$62,571	357.05	\$65,698	374.91	\$68,984
8			357.05	\$65,698	374.91	\$68,984	393.67	\$72,435
9			374.91	\$68,984	393.67	\$72,435	413.34	\$76,055
10			393.67	\$72,435	413.34	\$76,055	434.01	\$79,858

CALCULATIONS:

Teachers: 5% INCREASE BETWEEN CLASSIFICATIONS
2% INCREASE BETWEEN STEPS IN COLUMN I AND 5% INCREASE BETWEEN STEPS IN COLUMNS II, III AND IV

ROP teachers who obtain a preliminary 7-12 single subject teaching credential shall be placed on the regular 7-12 certificated salary schedule effective the following October 1st after obtaining the credential.

Board Approved: 8/11/2020
1% Increase to certificated schedules retroactive to July 1, 2019.
.73% Increase on H&W CAP, effective August 1, 2019.
New Sub Rate (retro to 7/1/19) = \$170.04/day (\$28.34/hr)
New Sub Rate paid retroactively when 10 day monthly service is reached = \$181.38/day (\$30.23/hr).
New Hourly Rate (retro to 7/1/19) = \$47.27/hr.
Board Approved: 5/12/2020
8.35% Increase to certificated schedule retroactive to July 1, 2019 in lieu of a preparation period.

**SALINAS UNION HIGH SCHOOL DISTRICT
SALINAS ADULT SCHOOL
CERTIFICATED SALARY SCHEDULE
2019-2020**

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	\$36.56	\$37.29	\$38.06	\$38.82	\$39.59
2	1,105 - 2,208	\$37.49	\$38.23	\$39.02	\$39.77	\$40.58
3	2,209 - 3,312	\$38.43	\$39.19	\$39.98	\$40.78	\$41.56
4	3,313 - 4,416	\$39.40	\$40.17	\$40.97	\$41.80	\$42.64
5	4,417 - 5,520	\$40.38	\$41.17	\$42.01	\$42.85	\$43.70
6	5,521 - 6,624		\$42.21	\$43.05	\$43.92	\$44.79
7	6,625 - 7,728		\$43.27	\$44.13	\$45.00	\$45.89
8	7,729 - 8,832		\$44.34	\$45.21	\$46.13	\$47.08
9	8,833 - 9,936		\$45.47	\$46.38	\$47.29	\$48.23
10	9,937 - 11,040		\$46.58	\$47.50	\$48.47	\$49.42
11	11,041 - 12,144		\$47.75	\$48.70	\$49.68	\$50.68
12	12,145 - 13,248		\$48.94	\$49.92	\$50.91	\$51.94
13	13,249 - 14,352		\$50.16	\$51.19	\$52.20	\$53.24
14	14,353 - 15,456+		\$51.42	\$52.47	\$53.51	\$54.55

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

Board Approved: 8/11/2020

1% Increase to certificated schedules retroactive to July 1, 2019.

.73% Increase on H&W CAP, effective August 1, 2019.

New Sub Rate (retro to 7/1/19) = \$170.04/day (\$28.34/hr).

New Sub Rate paid retroactively when 10 day monthly service is reached

= \$181.38/day (30.23/hr).

8/19/2020

APPENDIX C

PERCENT INCREASE 1.00%

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EXTRA DUTY/STIPEND PAY SCHEDULE-MIDDLE SCHOOL
EFFECTIVE 7/1/20** (retroactive 7/01/2019)

A. DEPARTMENT CHAIRPERSONS PAY SCHEDULE

ANNUAL BASE AMOUNT ALLOCATED PER SITE FOR DEPARTMENT CHAIRS:

ALLOCATION PER EMPLOYEE	\$2,414
-------------------------	---------

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	\$47,750
DOCTORATE	0.0254	\$1,214
SST FACILITATOR	0.0385	\$1,836
HOURLY CERT/CURRICULUM RATE	0.0990%	\$47.27
B. EXTRA ACTIVITIES PAY SCHEDULE, EXCLUDING ATHLETICS.		
ACTIVITY	%	SALARY
a. DIRECTOR STUDENT ACTIVITIES	0.03010	1,436
b. TECHNOLOGY ADVISOR	0.03010	1,436
c. VOCAL MUSIC	0.04828	2,307
d. INST. MUSIC	0.04828	2,307
e. YEARBOOK	0.04208	2,009

PERCENT INCREASE 1.00%

**CERTIFICATED AFTER SCHOOL ATHLETIC STIPENDS PAY SCHEDULE
MIDDLE SCHOOL**

C. SPORT	LEVEL	Units	SALARY
BASKETBALL	BOYS - (7TH GRADE)	8	1,861
	BOYS - (8TH GRADE)	8	1,861
	GIRLS - (7TH GRADE)	8	1,861
	GIRLS - (8TH GRADE)	8	1,861
CROSS COUNTRY	COED	8	1,861
	Over 30 athletes (REQUIRES 2 ADULTS)	7	1,628
SOCCER	BOYS - (7TH GRADE)	8	1,861
	BOYS - (8TH GRADE)	8	1,861
	GIRLS - (7TH GRADE)	8	1,861
	GIRLS - (8TH GRADE)	8	1,861
TRACK AND FIELD	COED	8	1,861
	Over 30 athletes (REQUIRES 2 ADULTS)	7	1,628
VOLLEYBALL	GIRLS - (7TH GRADE)	8	1,861
	GIRLS - (8TH GRADE)	8	1,861
WRESTLING	COED	8	1,861
	Over 30 athletes (REQUIRES 2 ADULTS)	7	1,628
ATHLETIC DIRECTOR	BOYS AND GIRLS - COMBINED	22	5,118

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: 8/11/2020

1% Increase retroactive to July 1, 2019.

\$232.62 per unit effective July 1, 2019.

Board Approved: 5/12/2020

Increased # of units retroactive to July 1, 2019.

8/19/2020

PERCENT INCREASE 1.00%

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED EXTRA DUTY/STIPEND PAY SCHEDULE - HIGH SCHOOL
EFFECTIVE 7/1/20 (retroactive 7/01/2019)**

A. DEPARTMENT CHAIRPERSONS PAY SCHEDULE

ANNUAL BASE AMOUNT ALLOCATED PER SITE FOR DEPARTMENT CHAIRS:

ALLOCATION PER EMPLOYEE	\$2,414
-------------------------	---------

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	\$47,750	
DOCTORATE		0.0254	\$1,214	
SST FACILITATOR		0.0385	\$1,836	
HOURLY CERT/CURRICULUM RATE		0.0990%	\$47.27	
B. EXTRA ACTIVITIES PAY SCHEDULE, EXCLUDING ATHLETICS.				
		ACTIVITY	%	SALARY
	a.	AG	0.08090	3,864
	b.	AG - FFA ADVISOR	0.06340	3,028
	c.	DRAMA	0.08315	3,971
	d.	YEARBOOK	0.08810	4,207
	e.	NEWSPAPER	0.07338	3,503
	f.	VOCAL MUSIC	0.05871	2,804
	g.	INST MUSIC	0.11183	5,341
	h.	DANCE INSTRUCTOR	0.07633	3,645
	i.	MOCK TRIAL OR ACADEMIC DECATHLON	0.06436	3,073
	j.	MOUNTAIN BIKING - COED (not CIF sanctioned)	0.10614	5,068

PERCENT INCREASE 1.00%

Board Approved: 8/11/2020

1% Increase retroactive to July 1, 2019.

Board Approved: 5/12/2020

Removed Cheerleader stipend and replaced with Dance Instructor. Also added Mountain Biking.

8/19/2020

APPENDIX C1

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

SPORT	LEVEL	UNITS AT \$241.34/UNIT	BASE STIPEND	POSITIONS (MINIMUM UNLESS OTHERWISE INDICATED)
BASEBALL	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
	ASSISTANT(S)	13	\$3,137	
BASKETBALL - BOYS	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
	ASSISTANT(S)	13	\$3,137	
BASKETBALL - GIRLS	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
	ASSISTANT(S)	13	\$3,137	
CHEERLEADER	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
CROSS COUNTRY	VARSITY HEAD	18	\$4,344	1
	JV HEAD	8	\$1,931	1
	ASSISTANT(S)	5	\$1,207	
	OVER 35 PLAYERS	14	\$3,379	UP TO 2
FIELD HOCKEY	VARSITY HEAD	16	\$3,861	1
	JV HEAD	12	\$2,896	1
	ASSISTANT(S)	5	\$1,207	
FOOTBALL	VARSITY HEAD	24	\$5,792	1
	JV HEAD	14	\$3,379	1
	FRESHMEN HEAD	10	\$2,413	1
	ASSISTANT(S)	91	\$21,962	
	OVER 35 PLAYERS	21	\$5,068	UP TO 3
GOLF	BOYS	16	\$3,861	1
	GIRLS	16	\$3,861	1
LACROSSE - BOYS	VARSITY	21	\$5,068	1
	JV	12	\$2,896	1
LACROSSE - GIRLS	VARSITY	21	\$5,068	1
	JV	12	\$2,896	1
SOCCER - BOYS	VARSITY HEAD	21	\$5,068	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	2	\$483	
SOCCER - GIRLS	VARSITY HEAD	21	\$5,068	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	2	\$483	
SOFTBALL	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
	ASSISTANT(S)	13	\$3,137	
SWIMMING	VARSITY HEAD	18	\$4,344	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	38	\$9,171	3
	OVER 35 PLAYERS	14	\$3,379	UP TO 2
TENNIS	VARSITY HEAD - BOYS	16	\$3,861	1
	VARSITY HEAD - GIRLS	16	\$3,861	1
TRACK & FIELD	VARSITY HEAD	21	\$5,068	1
	ASSISTANT(S)	56	\$13,515	3
	OVER 35 PLAYERS	14	\$3,379	UP TO 2
VOLLEYBALL - GIRLS	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	FRESHMEN HEAD	8	\$1,931	1
	ASSISTANT(S)	13	\$3,137	
VOLLEYBALL - BOYS	VARSITY HEAD	18	\$4,344	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	10	\$2,413	
WATER POLO - BOYS	VARSITY HEAD	18	\$4,344	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	3	\$724	
WATER POLO - GIRLS	VARSITY HEAD	18	\$4,344	1
	JV HEAD	10	\$2,413	1
	ASSISTANT(S)	3	\$724	
WRESTLING	VARSITY HEAD	21	\$5,068	1
	JV HEAD	12	\$2,896	1
	GIRLS	7	\$1,689	1
	ASSISTANT(S)	5	\$1,207	
ATHLETIC DIRECTOR	BOYS	25	\$6,034	1
	GIRLS	25	\$6,034	1
TOTAL UNITS		1,111		

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.

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

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

Board Approved: 8/11/2020

1% Increase retroactive to July 1, 2019.

Board Approved: 5/12/2020

Added Cheerleader and Lacrosse sports

8/19/2020

APPENDIX D - Sample Evaluation Calendar

<u>Approximate Time Line Activity</u>		<u>Persons</u>
<u>First Admin. School Faculty Meeting</u>	Pre-Disseminate guidelines, processes, time lines, etc., to all certificated staff.	Bldg.
Admin.	Disseminate list of first conference for evaluators and evaluatees. (optional)	Bldg.
<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, evaluatees (Probationary, Temporary, & Temporary, Other Non- Permanent) other to evaluators. Non-permanent Employees	

<u>By Week 27</u>	Second (final) conferences to Probationary, be completed for all Probationary Temporary, & Temporary, and other Non-Permanent other Employees. Non-Permanent Employees
<u>By Week 28</u>	Final evaluations for all Evaluators Probationary, Temporary and other Non-Permanent employees due in Human Resources Office. or unit administrators to accompany evaluations recommending reemployment or dismissal of Probationary, Temporary, and/or other Non-Permanent employees.
<u>By Week 30</u> and	Second (final) conferences to be Evaluators completed for all permanent Evaluatees employees scheduled for evaluation.
<u>By Week 36</u>	Final Confidential Evaluation Evaluators Reports for permanent employees delivered to Personnel Office. Copies given to employees no later than the end of week 36.
<u>By Week 40</u>	Final evaluation data due to Evaluatees evaluators from evaluatees for their files.

Insert Appendix E- School Calendar

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.
- h. 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.

- b. 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 OR 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 necessarily worn or carried when 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.

Legal References:

Education Code

- 35176. Replacing or repairing employees' property
- 35213. Reimbursement for loss, destruction or damage of personal property.

APPENDIX I- EVALUATION FORMS

Rev. 1/2012

SALINAS UNION HIGH SCHOOL DISTRICT CERTIFICATED PERSONNEL EVALUATION

Original – Human
Resources
Copy 1 – Evaluatee
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 1 THROUGH V REQUIRES REFERRAL TO PAR AS PER ED CODE 44500
AND ALSO CONSTITUTES AN UNSATISFACTORY SUMMATIVE EVALUATION**

STANDARD 1 –	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD II -	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD III -	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD IV -	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD V -	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD VI -	RATING	Commendations/recommendations/evidence
•		

FINAL

STANDARD VII –	RATING	Commendations/recommendations/evidence
•		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Distinguished

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

SUHSD Class Observation Form

SUHSD Observation Form

Teacher: _____

School: _____

Subject: _____

Date: _____

Period: _____

☐ Scheduled

of students: _____

☐ Unannounced**STANDARD I:**

<input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
--------------------------	--

STANDARD II:

<input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Class Observation Form

STANDARD III:

<input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD IV:

<input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD V:

<input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

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 V REQUIRES REFERRAL TO PAR AS 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
<ul style="list-style-type: none"> 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	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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 		

FINAL

STANDARD III - Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none">• 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 VI - Athletic directors exhibit a high degree of professionalism.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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. 		

FINAL

STANDARD VII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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 ☐ Distinguished

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

SUHSD Observation Form – Athletic Director

Athletic Director: _____

School: _____

Content: _____

Date: _____

Time: _____

☐ Scheduled☐ Unannounced

of teacher participants: _____

STANDARD I: Athletic directors provide leadership and facilitate a shared vision of high-quality athletic programs that support achievement for all student athletes.

<input type="checkbox"/> Facilitates the development, implementation, and stewardship of a quality athletic program <input type="checkbox"/> Extends his/her mission beyond the academic growth of students <input type="checkbox"/> Develops the leadership capacity of staff to share the responsibility for implementing an athletic plan	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD II: Athletic directors ensure a high-quality athletic program is developed, articulated, and implemented.

<input type="checkbox"/> Is knowledgeable about current practices and methods in regards to safety, facilities management, etc. <input type="checkbox"/> Communicates his/her knowledge clearly to coaches, students, and staff <input type="checkbox"/> Uses comprehensive, collaborative planning skills to design effective athletic programs and instruction <input type="checkbox"/> Promotes high expectations for the delivery of quality programs and services	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Observation Form – Athletic Director

STANDARD III: Athletic directors are responsible for establishing and managing an athletic program that fosters a positive learning environment.

<input type="checkbox"/> Manages operations and resources to ensure a safe, efficient athletic program <input type="checkbox"/> Coordinates human and material resources to improve and support the athletic program <input type="checkbox"/> Develops and supervises efficient processes in order to maximize performance <input type="checkbox"/> Contributes to the smooth functioning of the school environment	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD IV: - Athletic directors assess and analyze data to develop and adapt plans that enhance the athletic program.

<input type="checkbox"/> Observes coaches on a regular basis to provide feedback <input type="checkbox"/> Monitors student progress in athletics <input type="checkbox"/> Attends events to gather data regarding the athletic program	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD V:- Athletic directors are committed to continuous improvement and professional development.

<input type="checkbox"/> Seeks and uses feedback and reflects on his/her leadership <input type="checkbox"/> Draws upon sports management research and strategies in the delivery and enhancement of the athletic program <input type="checkbox"/> Is an active member of professional learning communities <input type="checkbox"/> Actively pursues professional growth and educational experiences	<i>Evidence and/or Commendations/Recommendations</i>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

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

Original – Human Resources

Copy 1 - Evaluatee

Copy 2 - Evaluator

EVALUATION PLANNING GUIDE

Standards I – VI are from the California Standards for the Teaching Profession

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 - Engaging and Supporting All Students in Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> Using knowledge of students to engage them in learning Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests Connecting subject matter to meaningful, real-life contexts Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs Promoting critical thinking through inquiry, problem solving, and reflection Monitoring student learning and adjusting instruction while teaching 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

STANDARD II - Creating and Maintaining Effective Environments for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> 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 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

STANDARD III - Understanding and Organizing Subject Matter for Student Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • 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 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

STANDARD IV - Planning Instruction and Designing Learning Experiences for All Students	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • 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 		

STANDARD V - Assessing Students for Learning	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • 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 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

STANDARD VI - Developing as a Professional Educator	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • 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 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

STANDARD VII – Required Duties and Professional Responsibilities	PLANS FOR GROWTH	EVIDENCED BY
<ul style="list-style-type: none"> • 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

SUHSD Observation Form – English Learner Specialist

Teacher: _____
 Content: _____
 Time: _____
 # of teacher participants: _____

School: _____
 Date: _____
☐ Scheduled
☐ Unannounced

STANDARD I: INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.

<p>A. Working with the school's instructional teams, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assists the principal in developing a Professional Development (PD) Plan <input type="checkbox"/> Collaborates with members of the Instructional Leadership Team (ILT) to conduct ongoing assessments of professional development needs <input type="checkbox"/> Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection <input type="checkbox"/> Supports teachers as they align curriculum to state and district requirements <input type="checkbox"/> Meets with other coaches in the school and school district to build professional skills and a sense of community <input type="checkbox"/> Manages time and resources effectively <p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Showcases effective strategies employed by teachers and encourage teachers to share their stories of success with one another <input type="checkbox"/> Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature <input type="checkbox"/> Acts in a manner that demonstrates and models openness to new ideas <input type="checkbox"/> Understands and respects confidentiality 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD Observation Form – English Learner Specialist

<p>STANDARD I - B. Instructional Coaches promote productive relationships with and among school staff. (continued)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Responds promptly to requests for assistance from teachers and school leaders <input type="checkbox"/> Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront <input type="checkbox"/> Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (inclusive of ELs) go through <input type="checkbox"/> Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and/or creating appropriate professional development sessions <input type="checkbox"/> Enlists administrator support for teachers as needed 	
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STANDARD II: INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS

<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking, and listening strategies.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials <input type="checkbox"/> Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement <input type="checkbox"/> Provides teachers with professional development in conjunction with district initiatives <input type="checkbox"/> Provides professional development related to literacy strategies <input type="checkbox"/> Explores cross-curricular communication and connections to literacy skills with teachers <input type="checkbox"/> Has a repertoire of instructional strategies at their disposal to share with and model for teachers <input type="checkbox"/> Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD Observation Form – English Learner Specialist

STANDARD II: INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS (Cont.)

<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement <input type="checkbox"/> Organizes and leads learning walks and coaching cycles <input type="checkbox"/> Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> ○ establish and measure the degree to which students met the learning goal ○ establish and measure the degree to which the teacher met his/her professional goal ○ create an ideal product ○ create or select types of formative assessment(s) to implement ○ determine next steps for improved student achievement <input type="checkbox"/> Effectively models and/or provides quality models of instructional strategies to support teacher implementation and student learning 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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STANDARD III - ENGLISH LEARNER PROGRAM COMPLIANCE

<ul style="list-style-type: none"> <input type="checkbox"/> Recommends appropriate placement of English Learners (ELs) <input type="checkbox"/> Organizes and assists in the administration of the state mandated language development test (e.g. CELDT) <input type="checkbox"/> Monitors students who have reclassified as fluent English proficient (RFEP) <input type="checkbox"/> Organizes the annual site RFEP Ceremony <input type="checkbox"/> Serves as an additional support for ELs <input type="checkbox"/> Supports the Principal in leading the analysis of EL achievement data <input type="checkbox"/> Supports the Principal in organizing and facilitating the site's English Learner Advisory Committee (ELAC) 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD Observation Form – English Learner Specialist

STANDARD IV – ASSUMES RESPONSIBILITY TO DEVELOP AS A PROFESSIONAL EDUCATOR

<input type="checkbox"/> Reflects on practice and planning for professional development <input type="checkbox"/> Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally <input type="checkbox"/> Works with colleagues to improve professional practice <input type="checkbox"/> Balances professional responsibilities/ to maintain motivation	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD V - REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES

<input type="checkbox"/> Fulfills adjunct duties <input type="checkbox"/> Attends English Learner Specialist job alike meetings <input type="checkbox"/> Attends faculty meetings <input type="checkbox"/> Attends the site English Learner Advisory Committee (ELAC) meetings <input type="checkbox"/> Fulfills other contractual duties under Article VII. <input type="checkbox"/> Attends parent conferences	<i>Evidence and/or Commendations/Recommendations</i>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

SALINAS UNION HIGH SCHOOL DISTRICT
Personnel Evaluation Planning Guide:
English Learner Specialist

Original – Human Resources

Standards are modified from the Standards for Middle and High School Literacy Coaches

Copy 1 - Evaluatee

Copy 2 - Evaluator

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 – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
A. Working with the school's instructional teams, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives <ul style="list-style-type: none"> Assists the principal in developing a Professional Development (PD) Plan Collaborates with members of the Instructional Leadership Team (ILT) to conduct ongoing assessments of professional development needs Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection Supports teachers as they align curriculum to state and district requirements Meets with other coaches in the school and school district to build professional skills and a sense of community Manages time and resources effectively 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> • Showcases effective strategies employed by teachers and encourage teachers to share their stories of success with one another • Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature • Acts in a manner that demonstrates and models openness to new ideas • Understands and respects confidentiality • Responds promptly to requests for assistance from teachers and school leaders • Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront • Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (inclusive of ELs) go through • Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and/or creating appropriate professional development sessions • Enlists administrator support for teachers as needed 		

STANDARD II - INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS	OBJECTIVES	EVIDENCED BY
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a full range of reading, writing, speaking, and listening strategies.</p> <ul style="list-style-type: none"> Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement Provides teachers with professional development in conjunction with district initiatives Provides professional development related to literacy strategies Explores cross-curricular communication and connections to literacy skills with teachers Has a repertoire of instructional strategies at their disposal to share with and model for teachers Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 		

STANDARD II - INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS	OBJECTIVES	EVIDENCED BY
<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> • Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement • Organizes and leads learning walks and coaching cycles • Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> ○ establish and measure the degree to which students met the learning goal ○ establish and measure the degree to which the teacher met his/her professional goal ○ create an ideal product ○ create or select types of formative assessment(s) to implement ○ determine next steps for improved student achievement • Effectively models and/or provides quality models of instructional strategies to support teacher implementation and student learning 		

STANDARD III - ENGLISH LEARNER PROGRAM COMPLIANCE	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Recommends appropriate placement of English Learners (ELs) • Organizes and assists in the administration of the state mandated language development test (e.g.CELDT) • Monitors students who have reclassified as fluent English proficient (RFEP) • Organizes the annual site RFEP Ceremony • Serves as an additional support for ELs • Supports the Principal in leading the analysis of EL achievement data • Supports the Principal in organizing and facilitating the site's English Learner Advisory Committee (ELAC) 		
STANDARD IV – ASSUMES RESPONSIBILITY TO DEVELOP AS A PROFESSIONAL EDUCATOR	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Reflects on practice and planning for professional development • Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners • Establishes professional goals and pursues opportunities to grow professionally • Works with colleagues to improve professional practice • Balances professional responsibilities⁴ to maintain motivation 		

SALINAS UNION HIGH SCHOOL DISTRICT

ENGLISH LEARNER SPECIALIST- EVALUATION PLANNING GUIDE

STANDARD V- REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Fulfills adjunct duties • Attends English Learner Specialist job alike meetings • Attends faculty meetings • Attends the site English Learner Advisory Committee (ELAC) meetings • Fulfills other contractual duties under Article VII. • Attends parent conferences 		

Additional Comments/Evaluated:

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

Rev 8/2015

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
ENGLISH LEARNER SPECIALIST**

Standards are modified from the Standards for Middle and High School Literacy Coaches

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

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	RATING	Commendations/recommendations/evidence
<p>A. Working with the school's instructional teams, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives</p> <ul style="list-style-type: none"> Assists the principal in developing a Professional Development (PD) Plan Collaborates with members of the Instructional Leadership Team (ILT) to conduct ongoing assessments of professional development needs Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection Supports teachers as they align curriculum to state and 		

FINAL

<p>district requirements</p> <ul style="list-style-type: none"> • Meets with other coaches in the school and school district to build professional skills and a sense of community • Manages time and resources effectively <p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> • Showcases effective strategies employed by teachers and encourage teachers to share their stories of success with one another • Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature • Acts in a manner that demonstrates and models openness to new ideas • Understands and respects confidentiality • Responds promptly to requests for assistance from teachers and school leaders • Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront • Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (inclusive of ELs) go through • Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and/or creating appropriate professional development sessions • Enlists administrator support for teachers as needed 	
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FINAL		
STANDARD II - INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS	RATING	Commendations/recommendations/evidence
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking, and listening strategies.</p> <ul style="list-style-type: none"> Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement Provides teachers with professional development in conjunction with district initiatives Provides professional development related to literacy strategies Explores cross-curricular communication and connections to literacy skills with teachers Has a repertoire of instructional strategies at their disposal to share with and model for teachers Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 		

FINAL

STANDARD II - INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS	RATING	Commendations/recommendations/evidence
<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> • Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement • Organizes and leads learning walks and coaching cycles • Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> ○ establish and measure the degree to which students met the learning goal ○ establish and measure the degree to which the teacher met his/her professional goal ○ create an ideal product ○ create or select types of formative assessment(s) to implement ○ determine next steps for improved student achievement • Effectively models and/or provides quality models of instructional strategies to support teacher implementation and student learning 		

FINAL		
STANDARD III - ENGLISH LEARNER PROGRAM COMPLIANCE	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Recommends appropriate placement of English Learners (ELs) • Organizes and assists in the administration of the state mandated language development test (e.g.CELDT) • Monitors students who have reclassified as fluent English proficient (RFEP) • Organizes the annual site RFEP Ceremony • Serves as an additional support for ELs • Supports the Principal in leading the analysis of EL achievement data • Supports the Principal in organizing and facilitating the site's English Learner Advisory Committee (ELAC) 		
STANDARD IV – ASSUMES RESPONSIBILITY TO DEVELOP AS A PROFESSIONAL EDUCATOR	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Reflects on practice and planning for professional development • Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners • Establishes professional goals and pursues opportunities to grow professionally • Works with colleagues to improve professional practice • Balances professional responsibilities/ to maintain motivation 		

FINAL

STANDARD V- REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Fulfills adjunct duties • Attends English Learner Specialist job alike meetings • Attends faculty meetings • Attends the site English Learner Advisory Committee (ELAC) meetings • Fulfills other contractual duties under Article VII. • Attends parent conferences 		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Distinguished

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION – INSTRUCTIONAL COACH

**SALINAS UNION HIGH SCHOOL DISTRICT
INSTRUCTIONAL COACH PERSONNEL EVALUATION**

Original – Human Resources

Copy 1 - Evaluatee

Copy 2 - Evaluator

FINAL

Standards are modified from the Standard for Middle and High School Literacy Coaches

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 – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS	RATING	Commendations/recommendations/evidence
<p>A. Working with the school's instructional team, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives.</p> <ul style="list-style-type: none"> Assists the principal in developing a Professional Development (PD) Plan Collaborates with members of the Instructional Leadership Team to conduct ongoing assessments of professional development needs Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection Supports teachers as they align curriculum to state and district requirements Conducts ongoing self-assessments of the implementation of district initiatives with ILT team Manages time and resources effectively 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	RATING	Commendations/recommendations/evidence
<p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> • Showcases effective strategies employed by teachers and encourages teachers to share their stories of success with one another • Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature • Understands and respects confidentiality • Responds promptly to requests for assistance from teachers and school leaders • Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront • Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (Inclusive of ELs) go through • Applies concepts of adult learning and motivation in order to meet the needs of school staff that are in various stages of their careers • Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and or creating appropriate professional development sessions • Enlists administrator support for teachers as needed 		

SALINAS UNION HIGH SCHOOL DISTRICT CERTIFICATED PERSONNEL EVALUATION – INSTRUCTIONAL COACH

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	RATING	Commendations/recommendations/evidence
<p>C. Instructional Coaches strengthen their professional teaching knowledge, skills and strategies.</p> <ul style="list-style-type: none"> • Stays current with professional literature and the latest research on instructional strategies • Acts in a manner that demonstrates and models openness to new ideas • Meets with other coaches in the school and district to build professional skills and a sense of community • Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners 		
STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS.	RATING	Commendations/recommendations/evidence
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> • Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials • Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement • Provides teachers with professional development in conjunction with district initiatives • Provides professional development related to literacy strategies • Explores cross-curricular communication and literacy skills with teachers 		

STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS. (Continued)	RATING	Commendations/recommendations/evidence
A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies. <ul style="list-style-type: none"> Has a repertoire of instructional strategies at his/her disposal to share with and model for teachers Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 		
STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS. (Continued)	RATING	Commendations/recommendations/evidence
B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives. <ul style="list-style-type: none"> Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement Conducts observations of classes on teacher use of instructional strategies and student engagement Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> Establish and measure the degree to which students met the learning goal Establish and measure the degree to which the teacher met his/her professional goal Create an ideal product Create or select types of formative assessment(s) to implement Determine next steps for improved student achievement Effectively models and/or provides models of instructional strategies to support teacher implementation and student learning 		

STANDARD III – DEVELOPING AS A PROFESSIONAL EDUCATOR	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Reflects on practice and planning professional development Establishes professional goals and pursues opportunities to grow professionally Works with communities to improve professional practice Works with colleagues to improve professional practice Balances professional responsibilities to maintain motivation 		
STANDARD IV – REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Fulfills adjunct duties Attends department meetings Attends faculty meetings Fulfills other contractual duties under Article VII Attends parent conferences 		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Distinguished
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 – INSTRUCTIONAL COACH

**SALINAS UNION HIGH SCHOOL DISTRICT
INSTRUCTIONAL COACH PERSONNEL EVALUATION**

Original – Human Resources

Copy 1 - Evaluatee

Copy 2 - Evaluator

EVALUATION PLANNING GUIDE

Standards are modified from the Standard for Middle and High School Literacy Coaches

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

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>A. Working with the school's instructional team, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives.</p> <ul style="list-style-type: none"> Assists the principal in developing a Professional Development (PD) Plan Collaborates with members of the Instructional Leadership Team to conduct ongoing assessments of professional development needs Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection Supports teachers as they align curriculum to state and district requirements Conducts ongoing self-assessments of the implementation of district initiatives with ILT team Manages time and resources effectively 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> • Showcases effective strategies employed by teachers and encourages teachers to share their stories of success with one another • Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature • Understands and respects confidentiality • Responds promptly to requests for assistance from teachers and school leaders • Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront • Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (Inclusive of ELs) go through • Applies concepts of adult learning and motivation in order to meet the needs of school staff that are in various stages of their careers • Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and or creating appropriate professional development sessions • Enlists administrator support for teachers as needed 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>C. Instructional Coaches strengthen their professional teaching knowledge, skills and strategies.</p> <ul style="list-style-type: none"> • Stays current with professional literature and the latest research on instructional strategies • Acts in a manner that demonstrates and models openness to new ideas • Meets with other coaches in the school and district to build professional skills and a sense of community • Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners 		
STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS.	OBJECTIVES	EVIDENCED BY
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> • Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials • Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement • Provides teachers with professional development in conjunction with district initiatives • Provides professional development related to literacy strategies • Explores cross-curricular communication and literacy skills with teachers 		

STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS. (Continued)	OBJECTIVES	EVIDENCED BY
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> Has a repertoire of instructional strategies at his/her disposal to share with and model for teachers Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 		
<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement Conducts observations of classes on teacher use of instructional strategies and student engagement Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> Establish and measure the degree to which students met the learning goal Establish and measure the degree to which the teacher met his/her professional goal Create an ideal product Create or select types of formative assessment(s) to implement Determine next steps for improved student achievement Effectively models and/or provides models of instructional strategies to support teacher implementation and student learning 		

STANDARD III – DEVELOPING AS A PROFESSIONAL EDUCATOR	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Reflects on practice and planning professional development • Establishes professional goals and pursues opportunities to grow professionally • Works with communities to improve professional practice • Works with colleagues to improve professional practice • Balances professional responsibilities to maintain motivation 		
STANDARD IV – REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Fulfills adjunct duties • Attends department meetings • Attends faculty meetings • Fulfills other contractual duties under Article VII • Attends parent conferences 		

Additional Comments/Evaluated:		

_____	_____	_____	_____
Date	Signature Evaluatee	Date	Signature Evaluator
	_____		_____
	Print Name		Print Name

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION – INSTRUCTIONAL COACH

**SALINAS UNION HIGH SCHOOL DISTRICT
INSTRUCTIONAL COACH PERSONNEL EVALUATION**

Original – Human Resources

Copy 1 - Evaluatee

Copy 2 - Evaluator

EVALUATION PLANNING GUIDE

Standards are modified from the Standard for Middle and High School Literacy Coaches

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

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>A. Working with the school's instructional team, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives.</p> <ul style="list-style-type: none"> Assists the principal in developing a Professional Development (PD) Plan Collaborates with members of the Instructional Leadership Team to conduct ongoing assessments of professional development needs Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection Supports teachers as they align curriculum to state and district requirements Conducts ongoing self-assessments of the implementation of district initiatives with ILT team Manages time and resources effectively 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>B. Instructional Coaches promote productive relationships with and among school staff.</p> <ul style="list-style-type: none"> • Showcases effective strategies employed by teachers and encourages teachers to share their stories of success with one another • Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature • Understands and respects confidentiality • Responds promptly to requests for assistance from teachers and school leaders • Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront • Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (Inclusive of ELs) go through • Applies concepts of adult learning and motivation in order to meet the needs of school staff that are in various stages of their careers • Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and or creating appropriate professional development sessions • Enlists administrator support for teachers as needed 		

STANDARD I – INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.	OBJECTIVES	EVIDENCED BY
<p>C. Instructional Coaches strengthen their professional teaching knowledge, skills and strategies.</p> <ul style="list-style-type: none"> • Stays current with professional literature and the latest research on instructional strategies • Acts in a manner that demonstrates and models openness to new ideas • Meets with other coaches in the school and district to build professional skills and a sense of community • Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners 		
STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS.	OBJECTIVES	EVIDENCED BY
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> • Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials • Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement • Provides teachers with professional development in conjunction with district initiatives • Provides professional development related to literacy strategies • Explores cross-curricular communication and literacy skills with teachers 		

STANDARD II – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS. (Continued)	OBJECTIVES	EVIDENCED BY
<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> Has a repertoire of instructional strategies at his/her disposal to share with and model for teachers Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 		
<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement Conducts observations of classes on teacher use of instructional strategies and student engagement Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> Establish and measure the degree to which students met the learning goal Establish and measure the degree to which the teacher met his/her professional goal Create an ideal product Create or select types of formative assessment(s) to implement Determine next steps for improved student achievement Effectively models and/or provides models of instructional strategies to support teacher implementation and student learning 		

STANDARD III – DEVELOPING AS A PROFESSIONAL EDUCATOR	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Reflects on practice and planning professional development • Establishes professional goals and pursues opportunities to grow professionally • Works with communities to improve professional practice • Works with colleagues to improve professional practice • Balances professional responsibilities to maintain motivation 		
STANDARD IV – REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Fulfills adjunct duties • Attends department meetings • Attends faculty meetings • Fulfills other contractual duties under Article VII • Attends parent conferences 		

Additional Comments/Evaluated:		

_____	_____	_____	_____
Date	Signature Evaluatee	Date	Signature Evaluator
	_____		_____
	Print Name		Print Name

SUHSD Class Observation Form

SUHSD Instructional Coach Observation Form

Instructional Coach: _____
 (Subject): _____
 (Period): _____
 (Number of Students): _____

School: _____
 Date: _____
☐ Scheduled
☐ Unannounced

STANDARD I: INSTRUCTIONAL COACHES ARE SKILLED COLLABORATORS WHO FUNCTION EFFECTIVELY IN SCHOOL SETTINGS.

<p>A. Working with the school's instructional team, Instructional Coaches help determine the school's strengths and areas for growth in implementing District instructional initiatives.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assists the principal in developing a Professional Development (PD) Plan <input type="checkbox"/> Collaborates with members of the Instructional Leadership Team to conduct ongoing assessments of professional development needs <input type="checkbox"/> Communicates the findings of PD needs assessments to staff and other stakeholders for their reflection <input type="checkbox"/> Supports teachers as they align curriculum to state and district requirements <input type="checkbox"/> Conducts ongoing self-assessments of the implementation of district initiatives with ILT team <input type="checkbox"/> Manages time and resources effectively <p>B. Instructional Coaches promote productive relationships with and among school staff</p> <ul style="list-style-type: none"> <input type="checkbox"/> Showcases effective strategies employed by teachers and encourages teachers to share their stories of success with one another <input type="checkbox"/> Listens to learn about the needs and concerns of students and staff and responds in a manner that inspires trust, communicates respect, and is nonjudgmental in nature <input type="checkbox"/> Understands and respects confidentiality <input type="checkbox"/> Responds promptly to requests for assistance from teachers and school leaders <input type="checkbox"/> Understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront <input type="checkbox"/> Demonstrates positive expectations for student learning. This includes understanding and conveying the second-language acquisition process Academic English Language Learners (Inclusive of ELs) go through <p style="text-align: center;">(Standard I continued on page 2)</p>	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD Class Observation Form

<p style="text-align: center;">(Standard I continued)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Applies concepts of adult learning and motivation in order to meet the needs of school staff that are in various stages of their careers <input type="checkbox"/> Uses varied group configurations and presentation formats as needed to engage adult learners, which includes scheduling and or creating appropriate professional development sessions <input type="checkbox"/> Enlists administrator support for teachers as needed <p>C. Instructional Coaches strengthen their professional teaching knowledge, skills and strategies</p> <ul style="list-style-type: none"> <input type="checkbox"/> Stays current with professional literature and the latest research on instructional strategies <input type="checkbox"/> Acts in a manner that demonstrates and models openness to new ideas <input type="checkbox"/> Meets with other coaches in the school and district to build professional skills and a sense of community <input type="checkbox"/> Attends professional seminars, conferences, and other training to receive instruction on research-based strategies and to learn how to work effectively with adult learners 	
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STANDARD II: – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS

<p>A. Instructional Coaches work with teachers individually or in collaborative teams, providing practical support on a range of reading, writing, speaking and listening strategies.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assists teachers in developing instruction designed to improve students' abilities to read and understand content area texts and complex reading materials <input type="checkbox"/> Helps teachers use the analysis of various assessment results to determine which strategies will move students to higher levels of achievement <input type="checkbox"/> Provides teachers with professional development in conjunction with district initiatives <input type="checkbox"/> Provides professional development related to literacy strategies <input type="checkbox"/> Explores cross-curricular communication and literacy skills with teachers <input type="checkbox"/> Has a repertoire of instructional strategies at his/her disposal to share with and model for teachers <input type="checkbox"/> Helps teachers determine which strategies are best used for the learning goal, considering both the content and language being taught 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD Class Observation Form

STANDARD II: – INSTRUCTIONAL COACHES ARE SKILLED SECONDARY TEACHERS (Continued)

<p>B. Instructional Coaches observe and provide feedback to teachers on instruction related to literacy and district initiatives.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Helps to ensure that teachers understand that observations are not a threatening device but rather a tool to spark discussion and to reinforce the concept of refining our practice for continuous improvement <input type="checkbox"/> Conducts observations of classes on teacher use of instructional strategies and student engagement <input type="checkbox"/> Engages in reflective dialogue with teachers before and after observation to <ul style="list-style-type: none"> o Establish and measure the degree to which students met the learning goal o Establish and measure the degree to which the teacher met his/her professional goal o Create an ideal product o Create or select types of formative assessment(s) to implement o Determine next steps for improved student achievement <input type="checkbox"/> Effectively models and/or provides models of instructional strategies to support teacher implementation and student learning 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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STANDARD III: DEVELOPING AS A PROFESSIONAL EDUCATOR

<ul style="list-style-type: none"> <input type="checkbox"/> Reflects on practice and planning professional development <input type="checkbox"/> Establishes professional goals and pursues opportunities to grow professionally <input type="checkbox"/> Works with communities to improve professional practice <input type="checkbox"/> Works with colleagues to improve professional practice <input type="checkbox"/> Balances professional responsibilities to maintain motivation 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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STANDARD IV: REQUIRED DUTIES AND PROFESSIONAL RESPONSIBILITIES

<ul style="list-style-type: none"> <input type="checkbox"/> Fulfills adjunct duties <input type="checkbox"/> Attends department meetings <input type="checkbox"/> Attends faculty meetings <input type="checkbox"/> Fulfills other contractual duties under Article VII <input type="checkbox"/> Attends parent conferences 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date_____
Print Evaluatee Name_____
Print Evaluator Name

SALINAS UNION HIGH SCHOOL DISTRICT

PROFESSIONAL DEVELOPER EVALUATION PLANNING GUIDE

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

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– Effective professional development is purposeful and structured.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> 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 		

STANDARD II- Effective professional development is informed by multiple sources of data.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • 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.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • 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 		

STANDARD IV- Effective professional development results in the acquisition, enhancement or refinement of skills and knowledge.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> 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.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> 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 		

STANDARD VI - Developing as a Professional Developer	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • 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	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Attends expected organizational meetings • Fulfills adjunct duty obligations at one or more sites • Attends assigned steering committee meetings 		

Additional Comments/Evaluatee:

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

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

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
<ul style="list-style-type: none"> 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 		

Standards modified from [Ohio Standards for Professional Development](#); [Middle and High School Literacy Coaches](#); and [Standards for Professional Learning](#)

FINAL

STANDARD II- Effective professional development is informed by multiple sources of data.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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 		

SALINAS UNION HIGH SCHOOL DISTRICT

PROFESSIONAL DEVELOPER

FINAL

STANDARD VI - Developing as a Professional Developer	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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

FINALSUMMATIVE EVALUATION: ☐Unsatisfactory ☐Needs Improvement ☐Proficient ☐DistinguishedMandatory 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.

SUHSD Observation Form – Professional Developer

Teacher: _____
 Content: _____
 Time: _____
 # of teacher participants: _____

School: _____
 Date: _____
☐ Scheduled
☐ Unannounced

STANDARD I: Effective professional development is purposeful and structured.

<input type="checkbox"/> Goals/objectives of professional development are clear, focused and aligned with district/site goals and academic standards <input type="checkbox"/> Professional development includes time for teacher planning, implementation, reflection, evaluation, and revision <input type="checkbox"/> Professional Development builds on and makes connections to prior knowledge	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD II: Effective professional development is informed by multiple sources of data.

<input type="checkbox"/> Research and data are included in professional development to establish rationale and support for the goal/objective or target instructional practice <input type="checkbox"/> Program, state, and/or national data related to student achievement are analyzed to help determine the focus and content for professional development <input type="checkbox"/> Data regarding the implementation of district initiatives or best practices is analyzed to inform professional development <input type="checkbox"/> Data from evaluations of previous professional development are analyzed to determine the focus and content for future professional development	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Observation Form – Professional Developer

STANDARD III: An effective professional developer utilizes best practices to provide varied learning experiences in professional development.

<ul style="list-style-type: none"> <input type="checkbox"/> The professional developer structures ongoing opportunities for educators to work together while incorporating communication technologies to broaden the scope of collaboration, when possible <input type="checkbox"/> The professional developer considers participating educators' knowledge/skill when planning and delivering professional development <input type="checkbox"/> The professional developer understands the secondary student, as well as the stresses and dilemmas secondary teachers must confront <input type="checkbox"/> The professional developer demonstrates positive expectations for student learning <input type="checkbox"/> 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 <input type="checkbox"/> The professional developer uses varied group configurations and presentation formats as needed to engage adult learners 	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD IV: - Effective professional development results in the acquisition, enhancement or refinement of skills and knowledge.

<ul style="list-style-type: none"> <input type="checkbox"/> Professional development supports the study, evaluation and integration of relevant and current best practices and research into practice <input type="checkbox"/> 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 <input type="checkbox"/> Professional development ensures that all educators understand various types of assessments to measure student learning <input type="checkbox"/> Professional development provides educators with tools to engage students and communities in improving student achievement 	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Observation Form – Professional Developer

STANDARD V: Effective professional development is evaluated by its short- and long-term impact on professional practice and achievement of all students.

<input type="checkbox"/> Professional development is evaluated by assessing levels of participant satisfaction with the process <input type="checkbox"/> Professional development is evaluated by content learned and teacher readiness to implement content learned <input type="checkbox"/> Professional development is evaluated by evidence of new skills applied to practice <input type="checkbox"/> Professional development is evaluated on its impact on achievement of all students	<i>Evidence and/or Commendations/Recommendations</i>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
SCHOOL PSYCHOLOGIST**

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 – Collect and analyze information in order to make decisions about service delivery and evaluate the outcomes	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> Defines needs in ways that identify desired academic/behavioral goals, are measurable, and are agreed upon by those involved Selects assessment methods that are validated for the need under consideration, including formal and informal procedures, and includes data collected from all settings & persons necessary to complete problem-solving process. Develops and implements interventions based on data and related to desired outcomes. Uses appropriate assessment information to evaluate interventions to determine effectiveness, need for modification, or need for redevelopment 		

STANDARD II – Ability to listen, participate in discussions, convey information, and work together at individual, group, and systems level	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Demonstrates decision-making skills and is proficient in facilitating communication and collaboration with students, school personnel, community professionals, agencies, and families/schools. • Demonstrates ability to present and disseminate information in an organized and meaningful manner, to diverse communities in a variety of contexts. • Collaborates with other team members to identify academic and behavior needs. • Uses communication, collaboration, and consultation to promote necessary change with students, classroom, building, and district levels. 		

STANDARD III – Identifies challenging and achievable goals for students.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Demonstrates knowledge of learning theory and cognitive processes while applying current empirically-based theory to student goal setting. • Identifying effective instructional strategies that promote student learning, social and emotional development through the use of appropriate techniques. • Demonstrates knowledge of general education curriculum and instructional strategies as it applies to the development of cognitive and academic goals. 		

STANDARD IV – Demonstrates knowledge, sensitivity, and skills to work with individuals and groups from diverse backgrounds & needs	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> Promotes practices that assist students from all backgrounds to feel welcome and appreciated in the school and community. Incorporates understanding of racial, cultural, ethnic, experiential, and linguistic backgrounds, and individual learning characteristics when designing and implementing interventions to achieve learning and behavioral outcomes. 		

STANDARD V- Provide psychological counseling for individuals, groups, and families.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> Applies knowledge in the identification and recognition of behaviors relating to school dropouts, mental health disorders, and school failure. Provides direct counseling and indirect interventions, mental health referrals. Collaborates with school personnel, parents, students, and the community to provide effective mental health support. Implements prevention and intervention programs based on recognized factors that are precursors to development of severe learning and behavioral needs. 		

STANDARD VI - Developing as a Professional	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Reflects on practice and plans professional development. • Establishes professional goals and pursues opportunities to grow professionally. • Works with communities to improve professional practice. • Works with families to improve professional practice. • Works with colleagues to improve professional practice. • Balances professional responsibilities/maintains motivation. 		

STANDARD VII- Required Duties and Professional Responsibilities	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Fulfillment of adjunct duties. • Attendance at IEP meetings. • Maintenance of accurate records and reports, including adherence to timelines. • Fulfillment of other contractual duties under Article VII. • Observation of state and federal guidelines related to Special Education/GATE 		

Additional Comments/Evalutee:

Date

Signature Evaluatee

Print Name

Date

Signature Evaluator

Print Name

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
School Psychologist
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 1 – Collect and analyze information in order to make decisions about service delivery and evaluate the outcomes	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Defines needs in ways that identify desired academic/behavioral goals, are measurable, and are agreed upon by those involved Selects assessment methods that are validated for the need under consideration, including formal and informal procedures, and includes data collected from all settings & persons necessary to complete problem-solving process. Develops and implements interventions based on data and related to desired outcomes. Uses appropriate assessment information to evaluate interventions to determine effectiveness, need for modification, or need for redevelopment 		

FINAL

STANDARD II - Ability to listen, participate in discussions, convey information, and work together at individual, group, and systems level	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Demonstrates decision-making skills and is proficient in facilitating communication and collaboration with students, school personnel, community professionals, agencies, and families/schools. • Demonstrates ability to present and disseminate information in an organized and meaningful manner, to diverse communities in a variety of contexts. • Collaborates with other team members to identify academic and behavior needs. • Uses communication, collaboration, and consultation to promote necessary change with students, classroom, building, and district levels. 		

FINAL

STANDARD III - Identifies challenging and achievable goals for students	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Demonstrates knowledge of learning theory and cognitive processes while applying current empirically-based theory to student goal setting. • Identifying effective instructional strategies that promote student learning, social and emotional development through the use of appropriate techniques. • Demonstrates knowledge of general education curriculum and instructional strategies as it applies to the development of cognitive and academic goals. 		

FINAL

STANDARD IV - Demonstrates knowledge, sensitivity, and skills to work with individuals and groups from diverse backgrounds & needs	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Promotes practices that assist students from all backgrounds to feel welcome and appreciated in the school and community. Incorporates understanding of racial, cultural, ethnic, experiential, and linguistic backgrounds, and individual learning characteristics when designing and implementing interventions to achieve learning and behavioral outcomes. 		

FINAL

STANDARD V - Provide psychological counseling for individuals, groups, and families.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Applies knowledge in the identification and recognition of behaviors relating to school dropouts, mental health disorders, and school failure. • Provides direct counseling and indirect interventions, mental health referrals. • Collaborates with school personnel, parents, students, and the community to provide effective mental health support. • Implements prevention and intervention programs based on recognized factors that are precursors to development of severe learning and behavioral needs. 		

FINAL

STANDARD VI - Developing as a Professional	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Reflects on practice and plans professional development. • Establishes professional goals and pursues opportunities to grow professionally. • Works with communities to improve professional practice. • Works with families to improve professional practice. • Works with colleagues to improve professional practice. • Balances professional responsibilities/maintains motivation. 		

SALINAS UNION HIGH SCHOOL DISTRICT

CERTIFICATED PERSONNEL EVALUATION

SCHOOL PSYCHOLOGIST

FINAL

STANDARD VII – Required Duties and Professional Responsibilities	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Fulfillment of adjunct duties. • Attendance at IEP meetings. • Maintenance of accurate records and reports, including adherence to timelines. • Fulfillment of other contractual duties under Article VII. • Observation of state and federal guidelines related to Special Education/GATE 		

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Distinguished

Mandatory Referral to PAR: ☐ Yes ☐ No

Date_____
Signature Evaluatee_____
Date_____
Signature Evaluator_____
Print Name – Evaluatee_____
Print Name – Evaluator

SUHSD Observation Form – School Psychologist

Name: _____
 Subject: _____
 Period: _____
 # of students: _____

School: _____
 Date: _____
☐ Scheduled
☐ Unannounced

STANDARD I: Collect and analyze information in order to make decisions about service delivery and evaluate the outcomes

<input type="checkbox"/> Defines needs in ways that identify desired academic/behavioral goals, are measurable, and are agreed upon by those involved <input type="checkbox"/> Selects assessment methods that are validated for the need under consideration, including formal and informal procedures, and includes data collected from all settings & persons necessary to complete problem-solving process. <input type="checkbox"/> Develops and implements interventions based on data and related to desired outcomes. <input type="checkbox"/> Uses appropriate assessment information to evaluate interventions to determine effectiveness, need for modification, or need for redevelopment	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD II: Ability to listen, participate in discussions, convey information, and work together at individual, group, and systems level

<input type="checkbox"/> Demonstrates decision-making skills and is proficient in facilitating communication and collaboration with students, school personnel, community professionals, agencies, and families/schools. <input type="checkbox"/> Demonstrates ability to present and disseminate information in an organized and meaningful manner, to diverse communities in a variety of contexts. <input type="checkbox"/> Collaborates with other team members to identify academic and behavior needs. <input type="checkbox"/> Uses communication, collaboration, and consultation to promote necessary change with students, classroom, building, and district levels.	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Observation Form

Psychologist

STANDARD III: Identifies challenging and achievable goals for students

<input type="checkbox"/> Demonstrates knowledge of learning theory and cognitive processes while applying current empirically-based theory to student goal setting. <input type="checkbox"/> Identifying effective instructional strategies that promote student learning, social and emotional development through the use of appropriate techniques. <input type="checkbox"/> Demonstrates knowledge of general education curriculum and instructional strategies as it applies to the development of cognitive and academic goals.	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD IV: Demonstrates knowledge, sensitivity, and skills to work with individuals and groups from diverse backgrounds & needs

<input type="checkbox"/> Promotes practices that assist students from all backgrounds to feel welcome and appreciated in the school and community. <input type="checkbox"/> Incorporates understanding of racial, cultural, ethnic, experiential, and linguistic backgrounds, and individual learning characteristics when designing and implementing interventions to achieve learning and behavioral outcomes.	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD V: Provide psychological counseling for individuals, groups, and families.

<input type="checkbox"/> Applies knowledge in the identification and recognition of behaviors relating to school dropouts, mental health disorders, and school failure. <input type="checkbox"/> Provides direct counseling and indirect interventions, mental health referrals. <input type="checkbox"/> Collaborates with school personnel, parents, students, and the community to provide effective mental health support. <input type="checkbox"/> Implements prevention and intervention programs based on recognized factors that are precursors to development of severe learning and behavioral needs.	<i>Evidence and/or Commendations/Recommendations</i>
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Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

**SALINAS UNION HIGH SCHOOL DISTRICT
CERTIFICATED PERSONNEL EVALUATION
SCHOOL NURSE**

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 – CLINICAL KNOWLEDGE	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> Utilizes a distinct clinical knowledge base for decision-making in nursing practice. Applies appropriate theories from nursing and the physical, behavioral, public health or social sciences. Possesses current knowledge in all areas that affect the holistic well-being of the members of the educational community. 		

STANDARD II - NURSING PROCESS Uses a systematic approach to problem-solving in nursing practice.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • 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. • Diagnosis: 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 mutually formulated with the client 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. 		

STANDARD III – CLIENT WITH SPECIAL 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.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • 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, nursing diagnoses 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. • 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. Supervises others in the performance of skilled nursing procedures where permitted by state and local law and state Nurse Practice Act. 		

STANDARD IV – HEALTH EDUCATION Assists students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Participates in the assessment of health education needs for the school community. • Identifies sources of, and evaluates instructional materials and educational activities for use in school district. • Acts as a resource person to school staff regarding health education and health education material. • Promotes and participates in the integration of health concepts within the regular school curriculum. • Provides individual health teaching and counseling for students and families as needed. • Provides health instruction for student, staff, and parent groups. • Promotes student, staff and school safety through health education. 		

STANDARD V - PROGRAM MANAGEMENT Establishes and maintains a comprehensive school health program.	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Participates in the coordination and management 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 and supervises health assistants, instructional aides, and others involved in health services delivery as appropriate. 		

STANDARD VI - PROFESSIONAL DEVELOPMENT Establishes and maintains a comprehensive school health program	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> Identifies a clear role for nursing, based on national standards of practice, research findings and personal philosophy of school nursing. Utilizes opportunities to communicate, clarify and implement a defined role for nursing within the educational system. 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. 		

STANDARD VII - COLLABORATION WITHIN SCHOOL SYSTEM & COMMUNITY HEALTH SYSTEM, COMMUNICATION Collaborates with other school professionals, parents, members of the community, and care givers to meet the health, developmental and educational needs of clients. Utilizes knowledge of community health systems and resources to function as school liaison	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> • Delineates 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. 		

STANDARD VII - COLLABORATION WITHIN SCHOOL SYSTEM & COMMUNITY HEALTH SYSTEM, COMMUNICATION (cont.)

Collaborates with other school professionals, parents, members of the community, and care givers to meet the health, developmental and educational needs of clients.

- Utilizes knowledge of community health systems and resources to function as school liaison 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.

Additional Comments/Evaluated:

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name

Print Name

Rev. 1/2012

**SALINAS UNION HIGH SCHOOL DISTRICT
SCHOOL NURSE EVALUATION**

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

FINAL

Evaluatee: _____ Position: *School Nurse* 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 1 – CLINICAL KNOWLEDGE	RATING	Commendations/recommendations/evidence
RESPONSIBILITY: Utilizes a distinct clinical knowledge base for decision-making in nursing practice. <ul style="list-style-type: none"> Applies appropriate theories from nursing and the physical, behavioral, public health or social sciences. Possesses current knowledge in all areas that affect the holistic well- being of the members of the educational community. 		

FINAL

STANDARD II - NURSING PROCESS Uses a systematic approach to problem-solving in nursing practice.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • 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. • Diagnosis: 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 mutually formulated with the client 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 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
<ul style="list-style-type: none"> • 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, nursing diagnoses 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. • Provides information to parents of students with special health needs regarding school policy and procedures related to their child and the child's condition. 		

FINAL		
STANDARD III – CLIENT WITH SPECIAL NEEDS (Cont) 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. <ul style="list-style-type: none"> • Performs skilled nursing procedures, as necessary, in a safe, competent and efficient manner. • Supervises others in the performance of skilled nursing procedures where permitted by state and local law and state Nurse Practice Act. 		
STANDARD IV – HEALTH EDUCATION Assists students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Participates in the assessment of health education needs for the school community. • Identifies sources of, and evaluates, health curricula, instructional materials and educational activities for use in school district. • Acts as a resource person to school staff regarding health education and health education material. • Promotes and participates in the integration of health concepts within the regular school curriculum. • Provides individual health teaching and counseling for students and families as needed. • Provides health instruction for student, staff, and parent groups. 		

FINAL		
STANDARD IV – HEALTH EDUCATION (cont.) Assists students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education. <ul style="list-style-type: none"> Promotes student, staff and school safety through health education. 		

STANDARD V – PROGRAM MANAGEMENT Establishes and maintains a comprehensive school health program.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Participates in the coordination and management 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 and supervises health assistants, instructional aides, and others involved in health services delivery as appropriate. 		

FINAL

STANDARD VI – PROFESSIONAL DEVELOPMENT Establishes and maintains a comprehensive school health program.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> Identifies a clear role for nursing, based on national standards of practice, research findings and personal philosophy of school nursing. Utilizes opportunities to communicate, clarify and implement a defined role for nursing within the educational system. 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. 		

FINAL

STANDARD VII – COLLABORATION WITHIN SCHOOL SYSTEM & COMMUNITY HEALTH SYSTEM, COMMUNICATION Collaborates with other school professionals, parents, members of the community, and care givers to meet the health, developmental and educational needs of clients. Utilizes knowledge of community health systems and resources to function as school liaison.	RATING	Commendations/recommendations/evidence
<ul style="list-style-type: none"> • Delineates 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. 		

FINAL**STANDARD VII – COLLABORATION WITHIN SCHOOL SYSTEM & COMMUNITY HEALTH SYSTEM, COMMUNICATION (cont.)**

Collaborates with other school professionals, parents, members of the community, and care givers to meet the health, developmental and educational needs of clients. Utilizes knowledge of community health systems and resources to function as school liaison.

- 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.

SUMMATIVE EVALUATION: ☐ Unsatisfactory ☐ Needs Improvement ☐ Proficient ☐ Distinguished

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

SUHSD School Nurse Observation Form

Name: _____

School: District-Wide

Observation Location: _____

Date: _____

Period/Time: _____

☐ Scheduled

of students: _____

☐ Unannounced**STANDARD I: Clinical Knowledge**

RESPONSIBILITY: Utilizes a distinct clinical knowledge base for decision-making in nursing practice.

Evidence and/or Commendations/Recommendations

- ☐ Applies appropriate theories from nursing and the physical behavioral, public health or social sciences to meet:
- ☐ Possesses current knowledge in all areas that affect the holistic well-being of the members of the educational community.

STANDARD II: Nursing Process

RESPONSIBILITY: Uses a systematic approach to problem solving in nursing practice.

Evidence and/or Commendations/Recommendations

- ☐ 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.
- ☐ Diagnosis: 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 mutually formulated with the client 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.

SUHSD School Nurse Observation Form

STANDARD III: Client With Special Needs

<p>RESPONSIBILITY: 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.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Possesses contemporary knowledge of areas related to the delivery of nursing care to students with special health needs, to include, but is not limited to: <input type="checkbox"/> Conducts holistic nursing assessments of each student or child with special health needs, to include: <input type="checkbox"/> Participates in and presents findings, nursing diagnoses and recommendations at team meetings. <input type="checkbox"/> Participates in the development of the educational plan or Individualized Family Service plan as appropriate to child's needs. <input type="checkbox"/> Develops and implements nursing plan of care. <input type="checkbox"/> 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. <input type="checkbox"/> Acts as a case manager and advocate for the child with special health needs. <input type="checkbox"/> Acts as an advocate for the family of the child with special health needs as necessary and appropriate. <input type="checkbox"/> Provides education and information essential for facilitating normalization of the student's educational experiences to parents, teachers and other staff. <input type="checkbox"/> Provides information to parents of students with special health needs regarding school policy and procedures related to their child and the child's condition. <input type="checkbox"/> Performs skilled nursing procedures as necessary in a safe, competent and efficient manner. <input type="checkbox"/> Supervises others in the performance of skilled nursing procedures where permitted by state and local law and state Nurse Practice Act. 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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SUHSD School Nurse Observation Form

STANDARD IV: Health Education

<p>RESPONSIBILITY: Assists students, families and the school community to achieve optimal levels of wellness through appropriately designed and delivered health education.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Participates in the assessment of health education needs for the school community. <input type="checkbox"/> Participates in the design and development of health curriculum. <input type="checkbox"/> Identifies sources of, and evaluates, health curricula, instructional materials and educational activities for use in school district. <input type="checkbox"/> Acts as a resource person to school staff regarding health education and health education material. <input type="checkbox"/> Promotes and participates in the integration of health concepts within the regular school curriculum. <input type="checkbox"/> Promotes and collaborates in the application of health promotion principles within all areas of the school community: food services, custodial, etc. <input type="checkbox"/> Provides formal health instruction within the classroom. <input type="checkbox"/> Uses sound learning and developmental theories in the provision of formal classroom health instruction. <input type="checkbox"/> Provides individual health teaching and counseling for students and families as needed. <input type="checkbox"/> Provides health instruction for student, staff, and parent groups. <input type="checkbox"/> Promotes student, staff and school safety through health education. 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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STANDARD V: Program Management

<p>RESPONSIBILITY: Establishes and maintains a comprehensive school health program.</p> <ul style="list-style-type: none"> <input type="checkbox"/> Participates in the coordination and management of nursing, health, or health education programs and their personnel as appropriate. <input type="checkbox"/> Participates in evaluation of the efficacy of on-going health programs and communicates findings to administrators and the Board of Education as appropriate. <input type="checkbox"/> Develops and implements health policies and procedures in collaboration with school administration and the Board of Education. <input type="checkbox"/> Participates in budgeting for nursing and health services as necessary. <input type="checkbox"/> 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. <input type="checkbox"/> Demonstrates knowledge of sources of funding for existing or potential school health programs. 	<p><i>Evidence and/or Commendations/Recommendations</i></p>
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STANDARD V: Program Management (Cont)

SUHSD School Nurse Observation Form

<input type="checkbox"/> Demonstrates knowledge of district policy and local and state and federal laws related to existing and potential school health programs.	
<input type="checkbox"/> Participates in the development and implementation of needed health programs using a program planning process.	
<input type="checkbox"/> Identifies alternative or supplemental funding source for health or health-related programs, as necessary.	
<input type="checkbox"/> Orients, supervises and evaluates health assistants, aids, and others involved in health services delivery as appropriate.	
<input type="checkbox"/> Develops and/or participates in a school health advisory committee.	

STANDARD VI: Professional Development

RESPONSIBILITY: Establishes and maintains a comprehensive school health program	<i>Evidence and/or Commendations/Recommendations</i>
<input type="checkbox"/> Identifies a clear role for nursing based on national standards of practice, research findings and personal philosophy of school nursing.	
<input type="checkbox"/> Utilizes opportunities to communicate, clarify and implement a defined role for nursing within the educational system.	
<input type="checkbox"/> Demonstrates knowledge of the legal and ethical aspects of nursing practice.	
<input type="checkbox"/> Maintains professional responsibility, accountability and behavior.	
<input type="checkbox"/> Pursues continued professional growth and development through educational programs and national certification.	
<input type="checkbox"/> Demonstrates sensitivity to the politics and organizational structure of the school system.	
<input type="checkbox"/> Conducts self-evaluation, promotes nurse peer evaluation, and participates in the evaluation of self by others.	
<input type="checkbox"/> Participates in school nurse professional activities at local, state and national levels.	

STANDARD VII: Collaboration Within School System & Community Health System, Communication

RESPONSIBILITY: Collaborates with other school professionals, parents, members of the community, and care givers to meet the health, developmental and educational needs of clients. Utilizes knowledge of community health systems and resources to function as school liaison.	<i>Evidence and/or Commendations/Recommendations</i>
<input type="checkbox"/> Delineates roles and responsibilities of other school professionals and adjunct personnel.	
<input type="checkbox"/> Collaborates with parents or caregivers regarding self-care issues of students/clients.	
<input type="checkbox"/> Collaborates with other school personnel to meet student health, developmental, and educational needs, in a case manager role.	

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

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— Demonstrate knowledge and skills in speech-language pathology and related subject areas	OBJECTIVES	EVIDENCED BY
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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/Evalutee:

Date

Signature Evaluatee

Print Name

Date

Signature Evaluator

Print Name

Rev. 08/2013

**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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none">• 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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 ☐ Distinguished

Mandatory Referral to PAR: ☐ Yes ☐ No

Date

Signature Evaluatee

Date

Signature Evaluator

Print Name – Evaluatee

Print Name – Evaluator

SUHSD Observation Form – Speech Language Pathologist

Name: _____
 Subject: _____
 Period: _____
 # of students: _____

School: _____
 Date: _____
☐ Scheduled
☐ Unannounced

STANDARD I: Demonstrate knowledge and skills in speech-language pathology and related subject areas

<input type="checkbox"/> Works with individuals at all ability levels and serves a range of disorders <input type="checkbox"/> Provides consultation for Special Education and general education staff regarding language based instructional strategies <input type="checkbox"/> Demonstrates competence in oral and written communication <input type="checkbox"/> Organizes work space materials and equipment	<i>Evidence and/or Commendations/Recommendations</i>
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STANDARD II: Create and Maintain Effective Environments for Student Learning

<input type="checkbox"/> Engages students in the session's activities <input type="checkbox"/> Provides accurate and appropriate feedback to students individually <input type="checkbox"/> Implements activities that promote progress on the students' specific IEP goals <input type="checkbox"/> Implements positive behavior management skills <input type="checkbox"/> Uses the allocated time efficiently and effectively <input type="checkbox"/> Fosters a positive interaction with students <input type="checkbox"/> Provides each student with an opportunity for a significant number of responses <input type="checkbox"/> Includes curricular objectives or materials in the session <input type="checkbox"/> Develops and executes appropriate therapy plans	<i>Evidence and/or Commendations/Recommendations</i>
--	--

STANDARD III: Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices

<input type="checkbox"/> Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds <input type="checkbox"/> Advocates for appropriate services for students <input type="checkbox"/> Documents the nature of services and evidence of progress	<i>Evidence and/or Commendations/Recommendations</i>
--	--

SUHSD Observation Form

Speech Language Pathologist

STANDARD IV: Partner with the team to determine eligibility and recommend services that are compliant with state and federal regulations for children with IEPs

<input type="checkbox"/> Demonstrates the ability to communicate how speech and language goals relate to student success with the curriculum <input type="checkbox"/> Develops understandable and measurable goals <input type="checkbox"/> Responds appropriately to questions and comments of other team members <input type="checkbox"/> Demonstrates the ability to work with teams, including parents and other team members in creating IEP content <input type="checkbox"/> Provides evidence that parent(s) and other team members have been involved in creating IEP content <input type="checkbox"/> Contributes appropriate information to transition plans <input type="checkbox"/> Solicits feedback from parents, teachers, and students about documentation and compliance via checklists and surveys <input type="checkbox"/> Contributes to the eligibility determination based on data	<i>Evidence and/or Commendations/Recommendations</i>
---	--

STANDARD V: Demonstrate ability to conduct appropriate Comprehensive evaluations for students who may be experiencing a variety of communication disorders

<input type="checkbox"/> Uses appropriate formal and informal assessment tools <input type="checkbox"/> Reports assessment findings in a timely manner, using the SELPA approved format <input type="checkbox"/> Analyzes and interprets test results to make appropriate recommendations <input type="checkbox"/> Creates assessment schedules that reflect consideration for student academic time <input type="checkbox"/> Demonstrates knowledge and skills necessary to provide or facilitate assessment of children from culturally and linguistically different backgrounds	<i>Evidence and/or Commendations/Recommendations</i>
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SUHSD Observation Form

Speech Language Pathologist

STANDARD VI:

<input type="checkbox"/> Develops activities that promote progress on students' specific IEP goals <input type="checkbox"/> Designs a schedule that allows completion of all work activities in an efficient and effective manner <input type="checkbox"/> Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal <input type="checkbox"/> Records data on the student's performance during the session	<i>Evidence and/or Commendations/Recommendations</i>
--	--

STANDARD VII: Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education

<input type="checkbox"/> Respects teachers and other professionals <input type="checkbox"/> Demonstrates active listening <input type="checkbox"/> Presents with a professional demeanor <input type="checkbox"/> Responds professionally to feedback <input type="checkbox"/> Demonstrates collaboration in an IEP team meeting and other meetings	<i>Evidence and/or Commendations/Recommendations</i>
---	--

STANDARD VIII: Collaborate with families and provide opportunities for families to be involved in the student's SLP services

<input type="checkbox"/> Respects students and families <input type="checkbox"/> Demonstrates active listening <input type="checkbox"/> Presents with a professional demeanor <input type="checkbox"/> Responds professionally to feedback <input type="checkbox"/> Demonstrates collaboration with families in an IEP team meeting and other meetings <input type="checkbox"/> Shows evidence of communication with families (e.g., parent communication log) <input type="checkbox"/>	<i>Evidence and/or Commendations/Recommendations</i>
---	--

Evaluatee Signature_____
Date_____
Evaluator Signature_____
Date

Print Evaluator Name: _____

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

The Salinas Union High School District ("District") and Salinas Valley Federation of Teachers ("SVFT") hereby enter into this side letter of agreement regarding conference periods.

1. The conference periods were created to allow special education staff 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:
 - Conducting I.E.P. meetings
 - Assessing/testing students
 - Communicating with legal guardians
 - Conducting home and job site visits
 - 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
 - Observing special education students in general education settings and job sites
 - Collaborating with general education teachers; modifying assignments and student homework as needed
 - Developing and maintaining forms
 - Monitoring attendance and behavior
 - Meeting with students
 - Addressing matriculation issues
 - Serving as a resource to student study teams

2. Where conference period functions impinge on the teacher's preparation time, the balance of the conference period may be used for prep time purposes.

3. Special education staff 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.

School sites with block or rotating schedules will designate a block as a conference/preparation.

APPENDIX K

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

Level II-IV Grievance Form

Grievant:

Date:

School Site:

Case:

Level I: Filed on _____

Level II ☐ Level III ☐ Level IV ☐

SVFT CASE HANDLER:

Manager to whom grievance is addressed:

REMEDY SOUGHT:

...AND ALL OTHER APPROPRIATE REMEDIES.

BACKGROUND:

CONTRACT PROVISION VIOLATED, MISAPPLIED OR MISINTERPRETED:

INCLUDING, BUT NOT LIMITED TO... (State Article(s) and section(s) of the Contract)

JUSTIFICATION

Received by supervisor:

Date:

Time:

APPENDIX L - Sample Bell Schedules

SAMPLE HIGH SCHOOL BELL SCHEDULE

Schedule M-T-Non-Collaboration W-TH-F

Teachers shall be on duty at least five minutes before their first assigned period

8:00 - 8:55 (55) Period 1

Passing 1 (8)
(8:55-9:03)

9:03 - 9:58 (55) Period 2

Passing 2 (8)
(9:58-10:06)

10:06 - 11:01 (55) Period 3

Passing 3 (8)
(11:01-11:09)

11:09 - 12:04 (55) Period 4

12:04 - 12:44 (40) Lunch

Passing 4 (8)
(12:44-12:52)

12:52 - 1:47 (55) Period 5

Passing 5 (8)
(1:47-1:55)

1:55 - 2:50 (55) Period 6

Teachers shall be on duty at least five minutes after their last assigned period

SAMPLE MIDDLE SCHOOL BELL SCHEDULE

M, T, TH, F - 5 MINUTE PASSING PERIODS

9:00 - 9:16	HR/SSR/ADVISORY	(16 min.)
9:21 - 10:14	PERIOD 1	(53 min.)
10:19 - 11:12	PERIOD 2	(53 min.)
11:17 - 12:10	PERIOD 3	(53 min.)
12:15 - 1:08	PERIOD 4	(53 min.)
1:08 - 1:48	LUNCH	(40 min.)
1:53 - 2:46	PERIOD 5	(53 min.)
2:51 - 3:44	PERIOD 6	(53 min.)

WEDNESDAY - 5 MINUTE PASSING PERIODS

8:45 - 10:15	COLLABORATION	(90 min.)
10:20 - 11:01	PERIOD 1	(41 min.)
11:06 - 11:47	PERIOD 2	(41 min.)
11:52 - 12:33	PERIOD 3	(41 min.)
12:33 - 1:13	LUNCH	(40 min.)
1:18 - 1:59	PERIOD 4	(41 min.)
2:04 - 2:45	PERIOD 5	(41 min.)
2:50 - 3:31	PERIOD 6	(41 min.)

APPENDIX M – WEDNESDAY COLLABORATION

Collaboration: A systematic 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 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.

Collaborative Teams:

Purpose: Curriculum, assessment and instruction

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 teachers who teach the same course. (Shared content creates an inherent mutual interest.)

1. Teachers who teach more than one 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 teacher will 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. 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.
2. Course leaders will be selected by the team and approved by the site principal. It will be the responsibility of the course leaders to make sure that information i.e. curriculum

and pacing guides, common formative assessments, data analysis) is given to all teachers who teach the course. Course leaders will be responsible for providing administration with the mutually agreed upon work product. Course leaders 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 will receive a \$2390 (effective 2019-2020 school year) stipend, paid in two 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. Stipends will not be paid from General funds (restricted funds only).

3. Those teachers who are the sole provider of a subject area on their campus will meet with other similar subject area teachers in the District. It is understood that in order to accomplish this, the teachers involved will be outside of the contract day (e.g. allowing for travel time back to the individual's site would necessitate starting earlier). This time will be credited against the teacher's adjunct duty requirement.
4. Each team will provide an agreed upon, explicit, set of group norms to the site administration by the second 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. Administration will make sure that intervention providers (e.g. Opportunity teachers, Education Specialists, Independent Studies teachers, Alternative Education teachers) are provided with the work products of the academic teams.
6. If a team determines that it needs support/ help from outside the team, the course lead will work with the department chair, instructional coaches, or the site administration, to find and provide the appropriate help. Any expense for this purpose will be paid from Supplemental/Concentration funds.

Appendix N – Salary and Benefit Compensation Agreement

1. **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 O - In-Lieu MOU for Everett Alvarez High School

MEMORANDUM OF UNDERSTANDING
BETWEEN SALINAS UNION HIGH SCHOOL DISTRICT
AND SALINAS VALLEY FEDERATION OF TEACHERS

The Salinas Union High School District ("District") and the Salinas Valley Federation of Teachers ("SVFT") enter into the following agreement to resolve all issues related to in-lieu credit and deduction at Everett Alvarez High School beginning August 2008: 2007 *amended*

1. The District and SVFT agree that teachers at EAHS who perform or use in-lieu will be credited or deducted as follows:

- A "period" is a class that is approximately one hour in duration.
- A "block" is a class that is approximately two hours in duration.

Teachers will receive credit and will be deducted credit according to the type of in-lieu that they perform. If a teacher covers a single "period" that person will receive credit for one "period". If a teacher covers a "block" that person will receive credit for two "periods". In the event that two teachers are used to cover different portions of a "block", then each teacher will receive a single "period" credit.

- 2007* 2. This new format of in-lieu credit and deduction will be retroactive to August 2008, and it will continue to be in effect as long as the present hybrid block schedule is used at Everett Alvarez High School.

3. This agreement is not precedent-setting and shall not be cited as past practice. This agreement shall not be deemed as proof of the correctness of the position taken by either party in this matter.

4. This agreement takes effect upon signing by all parties.

SVFT

District

K. Samuels or P. Carroll
K. Samuels or P. Carroll
SVFT Co-President

B. A. Malenka
SVFT Rep. at EAHS

Alejandro Hogan
Alejandro Hogan (District)

Darrin Herschberger
Darrin Herschberger (EAHS)

DATE:

9/26/08

APPENDIX P - AGREEMENT ON TEACHERS ON ASSIGNMENT

The parties have agreed to the following:

1. The work year for full-time District-Based Teacher on Special Assignment (TSA) will be 194 flex days per year (July - June). Site-based TSAs will follow the work year of a classroom teacher. District-based TSAs will be placed on the regular certificated salary schedule and will receive up to ten (10) days additional compensation at the TSA's per diem rate as a stipend. Site-based TSAs will be placed on the regular certificated salary schedule.
2. Any teachers selected for a full-time TSA will have a right to return to a similar position in the District as the one he/she held prior to the selection.
3. When any full-time TSA position becomes available in the District, such position will be posted district-wide for a minimum period of five working days. If the vacancy occurs during the summer months, an e-mail will 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 will be responsible to collect all applications submitted, based on the instructions given, and will coordinate the interview process. At the conclusion of the application period for site-based TSA positions, site administration will collect all applications submitted, based upon the instructions given, and will coordinate the interview process.
4. For a District-based TSA position, an interview panel will be formed consisting of two (2) members representing the District. The panel will determine if classroom visitations are necessary. The panel will be responsible to review and verify references and conduct interviews. The panel will then submit the name of the finalist to the Associate Superintendent of Instructional Services for final selection.
5. A full time District or sited-based Teacher on Special Assignment will be for three (3) years based on funding availability and the needs of the District. An evaluation of each Teacher on Special Assignment will be conducted every year to determine if the teacher selected should

continue in such position. The appropriate evaluation guides found in Appendix I will be used to evaluate a Teacher on Special Assignment. Full time Teachers on Special Assignment shall not serve more than two (2) terms or six (6) years. Upon the completion of serving two (2) terms or six (6) years as a full time Teacher on Special Assignment, the teacher shall return to the classroom for at least two years before applying for another full-time Teacher on Special Assignment opening.

- 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 for Human Resources.
6. The term for a partial TSA will be three (3) years based upon funding availability and the needs of the District. To qualify as a partial TSA, the TSA must teach a minimum of two (2) sections. A partial TSA shall not serve more than three (3) terms of nine (9) years consecutively.