

# 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.*," for resolution and shall not be processed as grievances.

## ARTICLE II - DURATION

Except as otherwise stated in Article XX - Completion of Agreement and Reopener, this Agreement shall remain in full force and effect up to and including the thirtieth day of June in the year two thousand and seven (June 30, 2007), 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 signing of this Agreement.

\* The portions of this Agreement which apply to daily and long-term substitute teachers are in the process of renegotiation.

\*\* Adult Education bargaining unit members have been covered by a separate Federation/District contract ending June 30, 2005. Consolidation of the two Agreements is in process.

## 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, s/he 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 ten (10) working days of the grievant's request, shall 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 his/her 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 his/her 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. **Time Lines:** Time lines may be extended upon mutual agreement. In order to expedite processing grievances, the time lines should be considered maximum time lines. 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 time lines 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 Grievance:** 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 L. 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 or 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. In any event, the cause of absence form shall not be filed later than the last working day of the month in which the absence occurs.
5. Under the terms of the stop-loss coverage through the Monterey Bay Public Employees Trust, hereinafter referred to as "M.B.P.E.T.", 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.B.P.E.T.

### 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. Other employees employed to serve on an eleven (11) month (191 to 212 workdays) basis or twelve (12) month (213 or over 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:

1. Based upon reasonable grounds, 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, or

2. A written statement by the employee to the effect that s/he is a member of a religious sect, denomination, or organization, and that s/he was ill or injured, and that s/he was treated by the practice of his/her 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 employees 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 his/her immediate family 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 s/he has exhausted all of his or her sick leave and other paid time off.

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

1. The employee who is suffering from a catastrophic illness or injury requests in writing that eligible leave credits be donated and provides medical verification of 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 Associate Superintendent of Human Resources or his/her designee.
2. The employee has exhausted all of his/her fully paid leave credits.
3. No employee may donate sick leave credits unless they have a minimum of twenty (20) days accumulated. Up to five (5) days per full time employee per year may be donated above the twenty (20) days.
4. All donations of sick leave credit are irrevocable.
5. An employee who receives paid sick leave pursuant to this Article shall use any leave credits that s/he continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Section.
6. The maximum amount of donated leave credit that may be used under this Section shall be one hundred eighty-three (183) days in any school year.

7. Catastrophic leave credits shall not be used for illness or disability that qualify the participant for Worker's Compensation Benefits.
8. Sick leave days will usually be granted to applicants in increments of up to fifteen (15) days.
9. 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.
10. Participants who have exhausted regular sick leave, but still have differential leave available to them, shall be eligible for the Catastrophic Leave Program credits. The District shall pay the participant full pay, and the credits shall be charged at one-half (1/2) day of sick leave for each day of absence.
11. 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 Associate Superintendent of Human Resources before transfers are made into and out of the catastrophic leave bank for employees.
12. Prior to the denial of any request to access the catastrophic leave bank, a committee to review the requests shall be convened to determine the outcome of the request. The committee shall be composed of the Associate Superintendent of Human Resources, the site supervisor, the Federation President and a site Federation Building Representative.

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

1. When an employee is absent from his/her 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 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.

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 his/her 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 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 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.

**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. Members of the immediate family are the mother, father, grandmother, grandfather, or a grandchild of the employee, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the employee, or any person living in the immediate household of the employee.
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 his/her 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 his/her immediate family, brother-in-law, or sister-in-law. 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 employee or his 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 arrangements 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. Two (2) of the seven(7) days of personal necessity may be taken for any reason other than concerted labor activity against the District.

**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, miscarriage, childbirth, and recovery therefrom. (See Childrearing Leave.)

- 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 his/her child is born or arrives. Such time off may be taken during birth or at the time the child is brought home.

I. **Childrearing Leave:**

1. An employee may be granted a leave without pay not to exceed one (1) year for the purpose of rearing natural or adopted 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 his/her immediate manager of the dates, location, and estimated time that s/he 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 his/her 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, s/he 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, s/he may elect to take as much of his/her accumulated sick leave, which when added to his/her temporary disability indemnity shall result in a payment to him/her of not more than his/her 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 his/her 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 his/her designee. The employee shall file his/her request to travel with the Associate Superintendent of Human Resources stating his/her 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 his/her 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 his/her 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 his/her designee shall grant the Federation President or his/her 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 in its discretion 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 Childrearing leave, shall be subject to prior approval of the District and shall be requested on District Form HSD-251 and are subject to the following conditions:
  - a. Agreement by the employee to notify the District in writing of his/her 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 the District Form HSD-251 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 District Form HSD-251. 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 his/her leave of not more than a year in duration to the school s/he was assigned to prior to the leave.

- b. If the employee is not returned to his/her previous school, s/he 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 not be requested on District Form HSD-251, 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 his/her intent to return to the District, s/he 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 his/her 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 Associate Superintendent of Instructional Services from October 1 through November 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

Associate 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 1 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 his/her 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 his/her 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 his/her obligation to complete the requirements contained in the sabbatical leave proposal.

- l. 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 his/her 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 his/her 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 prior to the school to which s/he 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 his/her 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 half-time (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 an employee 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 an employee 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 April 1 and May 1 of any year, employees wishing to voluntarily transfer within the District may file a written request for voluntary transfer in the District Human Resources Office. The District shall compile a list of the requests, which shall include the employee's name, major/minor and assignment preference. The list shall be effective from May 1 through the end of the first twenty (20) workdays of each ensuing school year. Nothing contained herein shall limit the District in soliciting voluntary transfers at other times.
- b. When vacancies occur, the District shall post such vacancies for a period of three (3) business days, except that in the period beginning ten (10) business days before the first teacher workday and ending twenty (20) workdays thereafter, and for the first ten (10) business days before and after the start of the second semester, the posting period shall be two (2) business days. Employees 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 the employees whose names appear

upon the voluntary request for transfer list referred to in Sub-paragraph 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:

The District may include in any group of candidates to be interviewed for any vacant position, current District employees who have requested consideration for voluntary transfer, either by responding to posting or by being on the voluntary transfer list. Employee interviews shall be scheduled by the appropriate manager during non-instructional hours. On-site 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. Employees 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.

3. General:

Employees applying for vacant positions on a voluntary basis shall be selected upon the following criteria:

- a. Possession of a major and/or minor in the subject for the assignment needed to be filled.
- b. A California teaching credential authorizing service in the assignment being transferred to.
- c. Record of teaching and/or other applicable educational experience.
- d. Current performance evaluations.
- e. Preparation beyond the Bachelor's degree in the subject area(s) of the assignment needed to be filled.
- f. Special job related skills or talents.
- g. The constraints of Title Nine (IX) and affirmative action laws and regulations.
- h. The best interest of the instructional program / District.

- i. 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. The District and Federation agree to work to facilitate the voluntary transfer of qualified certificated staff who wish to transfer from a middle school to a high school. Such an agreement is intended to promote the overall quality of programs at both sites.

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.-h., 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.-h., herein.
3. Employees involuntarily transferred shall, upon request, be entitled to a conference with the responsible manager to discuss the reasons for his/her transfer.
4. Employees involuntarily transferred after the work year begins may, upon request, receive up to two (2) days of released time for preparation purposes prior to beginning the new position.
5. Those to be involuntarily transferred between schools may indicate a preference of schools involved to the Associate Superintendent of Human Resources.

D. **Reassignment:**

1. Reassignment is defined as a movement of an employee 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.-h., 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. Employees 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. Employees involuntarily reassigned after the work year begins may, upon request, receive up to two (2) days of release time for preparation purposes prior to beginning the new position.
  - d. If two (2) employees mutually agree to switch assignments and the District concurs, such change shall be allowed, and shall not constitute a transfer.

**ARTICLE VI - CLASS SIZE - STAFFING PROCEDURES**

- 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 fall class sizes:
1. Historical decline of enrollment from October 1 peak.
  2. Anticipated number of mid-year graduates.
  3. Students involved in Regional Occupational Program, hereinafter referred to as "R.O.P.", work experience, and other regular off-campus instructional activities.
  4. Number, availability, and variety of instructional stations.
  5. Experience of absenteeism.
  6. The number of students enrolled in six (6) classes as determined by spring enrollment.
- C. While it is recognized that all the factors indicated above modify the final class size achieved in a specific subject area in a specific school, the following class size averages are suggested for February 1:
1. Drivers Ed. (with aide) 51 Pupils.
  2. E.S.L. (with aide) 29 Pupils.
  3. General Academic 29 Pupils.
  4. G.R. Classes 18 Pupils.
  5. Home Economics 26 Pupils.
  6. Industrial Arts 26 Pupils.
  7. Lab Courses 26 Pupils.
  8. Mt. Toro 21 Pupils.
  9. Physical Education 42 Pupils.
  10. Remedial Math and Reading 21 Pupils.
  11. Business Technology - not to exceed the number of functioning work stations in the classroom.
  12. Special Day Class (Learning Handicapped) - caseloads 17, subject to the provisions in Article VI sections A through G, and J.

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 twice during the year: around October 15, and around February 15.

When instructional aides are regularly assigned to a class, loading may be modified on an equivalency basis.

- D. In order to achieve the February 1 average class size suggested averages, it will be necessary to exceed the suggested enrollment figures early in the fall semester at the high school level. It is suggested that historical experience be considered in this regard for the enrollment assigned to specific subject areas and classes but that the overloading in relation to desired February 1 class size should not exceed an average of ten percent (10%). At the middle school level, the enrollments tend to remain stable throughout the year so that the ten percent (10%) overload factor does not apply.
- E. Paraprofessionals may be hired to assist in working with overloaded classes during the peak period.
- F. 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.
- G. The suggested class size averages enumerated in Section B. herein are to be used to determine total class load.

**Note: Sections H and I are superseded by section J for the 2001-2002 through 2006-07 school years.**

- H. In the event that total class load goals are exceeded by more than ten percent (10%) the employee subject to the excess shall, upon request, be entitled to a conference with the Principal of the school or his/her designee. Such conferences shall not be scheduled prior to the fifteenth day of instruction each fall and spring. The employee may request the presence of a representative from the Federation. Such conference shall be scheduled insofar as possible as not to interfere with the instructional program of the school. At the conference the Principal shall review with the employee the following items and solutions which shall include, but not be limited to:
  - 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. Availability of instructional aides.
  11. Hiring of new teachers.
  12. Prohibiting the adding of more students to the classes.
- I. 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.
- J. A teacher whose total class load exceeds the number set forth in this article shall first consult with the Department Chair and/or site Administrator.

If the class size issue is still not resolved, after the 6<sup>th</sup> day of each semester the teacher may request a meeting with the Department Chair, the master scheduler, and the site Principal to attempt to resolve the problems. The administrator shall hold this meeting within three (3) working days of the request. At the employee's request, a SVFT representative may be present at this meeting.

In the event that the problem is still unresolved, the unit member may appeal to the Associate Superintendent for Human Resources. Within seven (7) workdays from the receipt of the appeal, the Associate Superintendent for Human Resources shall convene a meeting with the unit member, the site administrator and any other person deemed relevant to the issue. At the employee's request, a SVFT representative may be present at this meeting. The SVFT and the Associate Superintendent will work cooperatively and constructively towards the solution of the problem.

Concurrently, the Labor-Management Committee, formed pursuant to Article XXIII, will monitor class size issues and their resolution.

Notwithstanding paragraphs H and I above, for the 2001-2002 through 2006-2007 school years, the procedure set forth in Section J shall be the exclusive remedy for class size issues under the collective bargaining agreement.

- K. The following provisions shall be applicable for counselors:
1. The student-counselor ratio in each of the high schools will be five hundred to one (500:1).
  2. a. The student-counselor ratio in middle schools will be one (1) counselor per grade level not to exceed an average of six hundred fifty to one (650:1), provided a full-time technician is employed at the school.  
b. For each increase of one hundred (100) students over one thousand two hundred (1,200), one (1) additional hour of counseling will be provided.
  3. The above ratios are established with the understanding that the counselors will be responsible for providing only the services listed in the "Counselor Guaranteed Services" and as agreed to by the Associate Superintendent of Instructional Services and the counselors on May 17, 1983. (See Appendix F.)
  4. Reasonable efforts shall be made to restore the counselor-student ratio to four hundred to one (400:1) should the District's financial situation improve.
- L. Psychologists' ratio shall be one (1) psychologist for each three thousand four hundred (3,400) students. The District will make a good faith effort to examine the use of special funds, such as S.I.P., G.A.T.E., Comp. Ed., etc., to augment psychological services.
- M. For the school year, the work experience ratio will be one hundred twenty-five to one (125:1).
- N. 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, Special Education classes.
- O. Differentiated staffing shall be permitted only by mutual agreement between the District and the department involved.

## ARTICLE VII - HOURS OF EMPLOYMENT

### A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all employees, 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 teachers will be one hundred eighty-six(186) working days.

The District will fully participate in the Staff Development Buy-Back program in the 1999-2000 school year and thereafter provided the Program is fully funded by the State. To compensate teachers for the additional two voluntary workdays the District will pay each teachers who attends for a full day of his/her per diem salary.

2. The psychologist's work year will be one hundred eighty-nine (189) days, of which five (5) may be worked prior to or after the regular work year.
3. The work year for the Drug Education Specialist shall be two hundred thirty-four (234) days as determined by the District that fifty (50) days are funded by categorical funds through Salinas Area Youth Drug Information Center/Sunrise House.
4. The work year for all counselors shall be that for all classroom teachers, except that each counselor may be assigned by the Principal for up to eight (8) consecutive working days of his/her one hundred eighty-four (184) day work year either following the completion of the school year or prior to the beginning of the next school year during the two (2) weeks immediately preceding the first day of student instruction each 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 in lieu time, which with the prior approval of the site administration may be taken on consecutive workdays.

### B. WORKDAY:

1. The length of the workday for all full-time regular program classroom teachers, special education teachers, psychologists, counselors, librarians work experience coordinators, R.O.P. coordinators and speech therapists

shall be seven (7) hours per day inclusive of a 30-minute duty-free lunch.

- a. Noon duty supervision shall not encroach on the duty-free lunch. A reasonable time for the teacher to travel to the assigned noon duty station shall be provided. Each minute of noon duty assignment will count, as 1.2 minutes toward the teacher's supervision requirement; the change in this last sentence is not intended to change the status quo existing in the 1997-98 school year.
- b. Middle school teachers shall be on duty fifteen (15) minutes before their first assigned period and fifteen (15) minutes after their last assigned period. High school teachers shall be present ten (10) minutes before their first assigned period and six (6) minutes after their last assigned period. Employees performing extra contract duties may fulfill the sixteen (16) minute (high school teachers) or thirty (30) minute (middle school teachers) requirement before the first assigned class with the approval of the Principal. Employees 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 and 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 seven(7) hours 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 employee'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 the teaching periods, 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.
- d. Full-time teachers of Resource Specialist classes and Special Day classes 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 K of this contract.

- e. For the purposes of this Article, a full-time teacher is defined as one who is 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.
  
- f. Middle school bargaining unit members may be required to perform all or part of the following duties beyond the regular workday. The number of and assignment to the following duties shall be on a reasonable and equitable basis, and shall be scheduled by the District with regard to individual preferences insofar as possible. For those teachers with assignments in two (2) or more schools, the time needed to travel between the schools shall be deducted from their supervision time and/or the time needed to fulfill Sub-paragraphs 1.- 6. below:
  - 1. Attendance at up to ten (10) faculty meetings; attendance at a reasonable number of regularly scheduled District or school special department meetings.
  - 2. Performing assigned supervision of students at times beyond the required on-site workday not covered by District policy 4153 (Extra Pay for Extra Work).
  - 3. Participation in non-extra pay co-curricular programs of the school: e.g., club sponsorship and class sponsorship.
  - 4. Attendance at no more than one (1) Back-to-School Night and no more than one (1) Open House.
  - 5. Attendance at parent 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.

6. Service on school and District committees.
- g. High School 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 supervision time and/or the time needed to fulfill Sub-sections number 1.-6. above.
  1. Attendance at up to six (6) regularly scheduled faculty meetings 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.
  2. Attendance at up to 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.
  3. Up to a total of thirteen (13) hours may be required for supervision/ participation in one (1) or more of the following:
    - a. Performing assigned supervision of students at times beyond the required on-site workday, not covered by District Policy 4153 (Extra Pay for Extra Work);
    - b. Participation in non-extra pay co-curricular program of the school: e.g., club sponsorship and class sponsorship;
    - c. Ten (10) minutes lunch duty following the fourth period passing period or prior to the fifth period passing period, for which the teacher will receive twelve (12) minutes credit.

The site administrator, after consultation with the division/assignment committee, if

the committee so requests, will determine the duty stations for the thirteen (13) hours and the committee will decide on the division/assignment of the staff. In every case, the final decision regarding duty stations will remain with the site administrator and will not be grievable. Membership of the committee will be an administrator at the site and a minimum of four (4) certificated staff elected annually by their peers. A Federation representative will serve as a non-voting member.

4. Attendance at no more than one (1) Back-to-School Night in the fall.
  5. Attendance at parent 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.
  6. Service on school and District committees.
- h. The length of workday and assignment to duties listed above for part-time employees shall be on a proportionate relationship to the workday and duties for full-time classroom teachers, except that part-time employees shall attend all faculty meetings, departmental meetings, Back-to-School Night, Open House (for middle school only) and participate in parent conferences.
- i. An employee who is assigned to teach less than four (4) classes per day is not entitled to a preparation and/or conference period. Special Education 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.
  - h. On the first teacher workday of the year and the teacher workday at the end of the first semester, the total meeting time shall not exceed two (2) hours. However, nothing shall preclude the principal and the SVFT building representative at the site or the SVFT President from mutually agreeing to increase the meeting time in those two days.
2. Full-time teachers in other programs, specifically Mt. Toro and the School-Age Parenting Program 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. 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 full compensation 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.

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 comprehensive schoolteachers and continuation schoolteachers may voluntarily agree to teach a sixth (6<sup>th</sup>) period schedule, subject to the following conditions.

- a. For the 2000-2001 school year and thereafter the compensation shall be one sixth (1/6<sup>th</sup>) of the unit members' regular schedule salary. The District will develop a salary schedule that will reflect the salary actually paid to employees who teach a sixth (6<sup>th</sup>) period.

Unit members who elect to teach a sixth (6<sup>th</sup>) period shall notify the District no later than April 15 of the previous school year. The District will assign available sixth (6<sup>th</sup>) periods to unit members who have indicated their interest by the deadlines prior to sixth (6<sup>th</sup>) periods to others. The District is not required to reduce a full-time position to part-time to create a sixth (6<sup>th</sup>) period teaching option.

- b. A California preliminary teaching credential or clear credential in the subject area.
- c. Has demonstrated proficiency in the subject area.
- d. Teachers new to the district who have previous teaching experience outside the District in the subject area will be considered if no other qualified volunteers can be found.
- e. The teacher has had a recent "proficient" or "distinguished" evaluation in overall standards. Distinguished evaluations are preferred over proficient.
- f. A majority of the teacher's assignment is in the department, unless no volunteer meets the criteria.

- g. The teacher volunteers to accept the sixth (6<sup>th</sup>) period class.
- h. The time normally spent by the teacher for the preparation period will be served on site before and/or after the regular school day.
- i. If more than one (1) teacher volunteers for the class and all meet the criteria above, and if all things are equal (including years of teaching the subject, training in the subject area and advanced degrees) district-wide seniority shall prevail.

**D. PROPOSAL PROCESS:**

Notwithstanding any provision of this Article, with the support of the Administration and the Federation, any site may deviate from Article VII. 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. The proposal shall be forwarded to the Administration and the Federation Executive Board, which shall have up to ten (10) working days to attach a written analysis to the proposal. The written proposal must be distributed to the unit members at the site at least five (5) working days prior to the vote. The written proposal must include the proposal itself and the rationale behind it.
2. Any proposal must also contain a clearly delineated evaluation process, which may include the following:
  - a. Attendance/ADA reports.
  - b. Student performance.
  - c. Reduction in tardies.
  - d. Staff morale.
  - e. School climate.
  - f. Drop out rate.
3. After ten (10) days, a formal vote by secret ballot of the unit members at the site shall be conducted by SVFT with the ballots jointly counted by the site administration and SVFT. A minimum of a sixty-seven (67%) affirmative vote is needed for passage.
4. The same proposal shall not be voted upon formally more than two (2) times in any school year.

5. The final proposal must be ratified by the Federation Executive Board and approved by the District prior to implementation.
6. The same process will be followed for termination of any change created by Article VII.C.
7. Any deviation from Article VII. at one (1) or more sites shall not be binding upon other sites.

## ARTICLE VIII - NEGOTIATING SERVICE FEE

- A. Each member of the bargaining unit shall, as a condition of employment, maintain his/her membership in good standing for the duration of the written agreement, or join the Salinas Valley Federation of Teachers, or pay to the Federation a service fee in an amount not to exceed the standard initiation fee, period dues, and general assessments of the Federation. Those who choose not to become members of the Federation shall have deducted from their salary warrant the amounts due for each month of the school year beginning in September and concluding with their last paycheck for each school year.
- B. The Federation shall notify the District of the appropriate amounts and any changes thereto in writing. In no event shall the amount of such fee exceed the amount of dues, initiation fees, or regular assessments of the Federation members.
- C. Teachers who are employed half-time (1/2) or less and are paid on the teacher's salary schedule shall pay one-half (1/2) the allotted fee in the manner described above.
- D. The Federation shall submit all necessary forms and information to the Payroll Division.
- E. The District shall remit the appropriate amount deducted to the Federation every month.
- F. The Federation shall indemnify fully and otherwise hold harmless the District in the enforcement of this Article.
- G. By mutual agreement with the Federation, any teacher who because of religious beliefs and affiliations cannot pay fees to a union, may select either the United Way or the scholarship fund of the District, and the Federation shall contribute the amount received each month to that charity.

If the Federation and a teacher are not in agreement concerning the stated prohibition against paying money to a union, the teacher may appeal the matter in writing to the Superintendent or his/her designee. In such case, an appeal panel shall be convened. The panel shall be composed of the Superintendent or his/her designee, the President of the Federation or his/her designee, and a third party chosen by the other two(2) panel members. The decision of this panel shall be binding on all parties.

- H. Although payment of the Negotiating Service Fee is a condition of employment, the Federation hereby waives its rights to require the District to discharge or discipline bargaining unit members who do not conform to this Agreement.



## 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 trainees 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 trainee. The Principal shall evaluate each teacher trainee 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. These standards shall be consistent with District goals and standards. Data to facilitate such evaluation of student achievement may be secured through a number of procedures in addition to pre and post-tests. Student achievement based upon these established standards and objectives shall also be criteria for employee evaluation.
- 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 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 information obtained from other sources must be clearly identified, documented, and where possible corroborated by other sources. Tenured employees 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 posted on

employee bulletin boards at all schools and other work sites of the District.

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 s/he is scheduled to evaluate.
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 Associate Superintendent of Human Resources. Upon receipt of the request the Associate Superintendent shall grant a change of evaluator to the evaluatee. The alternative evaluator shall be selected at the discretion of the Associate Superintendent from other evaluators at the site or in the District at large.

Evaluation and assessment of employees shall involve an additional evaluator when requested by the employee. 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) days in which to submit the written response, and up to five (5) additional days with the approval of the Principal or Associate Superintendent of Human Resources.

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. 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. 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 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 prior to the end of the school year in which the event occurred. 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.

- H. These evaluation procedures shall be implemented in accordance with a calendar prepared annually by the District Human Resources Office. (See Appendix D.)
- I. 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.
- J. The employee or a representative s/he has designated in writing may review with the Associate Superintendent of Human Resources or his/her 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.
- K. 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. Once a R.O.P. teacher has been in the District for two (2) years or more, evaluations shall normally be done every other year.
- L. 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.
- M. ALTERNATIVE EVALUATION PROCEDURE
  - 1. A permanent unit member with a minimum of five years of experience 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:
    - a. The unit member must have had evaluation ratings of "Proficient" or above over the course of the last five years.
    - b. The unit member will have designated either one or two evaluation partners to work with during the process who also meet the eligibility criteria.

- c. This alternative evaluation process is available no more than once every four years for qualifying evaluatees.
  - d. Evaluatee notifies his/her evaluator of their intent to use the alternative evaluation process by the end of the 4<sup>th</sup> 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 5<sup>th</sup> week.
2. At a pre-evaluation conference held in compliance with the District's evaluation calendar for the year, the evaluatee(s) and evaluator shall meet, discuss, and mutually agree upon the evaluation plan, including constraints. Evaluatees and evaluator are encouraged to be creative and flexible when developing options. The evaluatee(s) and evaluator will mutually agree on scheduled updates (if any) during the year.
  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 evaluatee(s) shall present the results of the agreed-upon evaluation plan to the evaluator at a final evaluation conference. The evaluator shall review the results and complete by signing the summary evaluation form for inclusion in the evaluatee(s) personnel file.
  5. The evaluation plan may be modified or terminated and the evaluatee(s) may change to the regular evaluation process by mutual agreement between the evaluatee(s) and the evaluator. Alternatively, the evaluatees participating in the alternative evaluation process may unilaterally elect to return to the regular evaluation process by notifying the Principal, in writing, no later than December 1<sup>st</sup> 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 alternative evaluation process.
  7. At the end of the 2006-2007 school year, this procedure expires and may be renewed by mutual agreement of the District and Federation.

## 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 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. Credit for military service may be used as part of the 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 Associate 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 Associate 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 (31<sup>st</sup>) 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 30<sup>th</sup> of his/her 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 1<sup>st</sup> of their third year of service may advance to the next step retroactive to July 1<sup>st</sup> 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.

C. **34<sup>th</sup> Step:**

A 34<sup>th</sup> Step will be added to the regular certificated employee salary schedule. To be eligible for placement on the 34<sup>th</sup> 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 January 1, 2005, the District shall increase its maximum contribution for health benefits (medical, dental and paid prescription benefits) for full-time employees up to the following amounts:

	<u>Medical</u>	<u>Dental</u>	<u>Total Maximum</u>
Employee only:	\$523.04	\$90.45	\$613.49
Employee+one:	\$762.76	\$90.45	\$853.21
Family:	\$1,089.32	\$90.45	\$1,179.77

An increase in health insurance premiums 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 will be provided by M.B.P.E.T. and administered by Professional Group Administrators (P.G.A.). In addition, a mandatory utilization review will be required by the Pacific Health Alliance (P.H.A.).
- E. A twenty-five thousand-dollar (\$25,000) term life insurance policy will be provided each employee when such policy is offered by M.B.P.E.T.
- 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.

## ARTICLE XIII - HEALTH AND OTHER BENEFITS FOR RETIREES

- A. The District, following M.B.P.E.T. guidelines for reinsurers, 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.
- 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. 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 premiums 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 WORK LOAD 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).

### **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.

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. (See Appendix M,)
  - 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 H., 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.

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.

The employee shall have the right to call witnesses who are employees of the District.

## ARTICLE XVI - IN-LIEU

- A. "In Lieu" is defined as the performance of substitute service by an employee during his/her assigned preparation period or other principal-approved service pursuant to paragraph J. 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 L.
- 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. Instructional staff have unlimited accrual and carryover for in lieu. For the purposes of this article, "instructional staff" means certificated staff members who are serving as classroom teachers.
- C. There shall be no monetary compensation for in lieu, except as indicated in Paragraph K. In lieu shall be compensated with scheduled time off for personal reasons or for employee illness. Time off for employee illness is subject to the provisions of Article IV, Section B. Upon termination of employment for any reason, any remaining in lieu shall no longer be available to the employee and shall not be monetarily compensated, except as indicated in Paragraph K.
- D. In lieu substitute service shall first be solicited from amongst available instructional staff on a voluntary basis. Prior to the end of the school year, instructional staff may indicate whether they wish to be on the volunteer list for the following year. The principal or designee shall use the volunteer list first when assigning in lieu substitute service. 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 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 in lieu need prior to requesting a non-instructional staff member to take an assignment.
3. The non-instructional staff member who performs an in lieu assignment will make arrangements with the Principal to make up that hour either after or before the regular work day or during his/her 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 in lieu 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 30 hours per person per school year.

F. Accumulated in lieu compensatory time may be transferred from employee(s) to employee(s) under the following conditions:

1. The application is in writing.
2. The application is approved by the Principal.
3. The time off is taken within ten (10) days of approval, unless the time off is for educational activities.

G. In order to minimize the impact of employees using in lieu for time off, the following rules shall apply:

1. Employees may use unlimited in lieu for absences during their preparation period.
2. Employees may use in lieu for a partial day absence no more than five times per year unless permission is obtained from the Principal to exceed this limit.
3. Employee may not use more than a total of 7 days of in lieu per semester to take time off.
4. Employee may take consecutive days of in lieu, subject to one of the following options which shall govern the taking of consecutive days for the school year:
  - a. Up to three consecutive days may be taken at a given time.
  - b. Up to five consecutive days may be taken; however, employees who elect to take five consecutive days shall not be allowed any other consecutive days of in-lieu that school year.

At the point the employee elects to take consecutive days of in lieu, the employee

shall be deemed to have selected the option that applies for that school year.

5. No in lieu time may be taken during the first and last two weeks of the year, first week of second semester, 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 foregoing time periods upon written application from the employee.
  6. 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, excluding employees using in lieu due to illness: 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 call the substitute line to report the absence. 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 20% or more of the instructional staff are absent from work on that day.
- H. A scheduled in lieu day off may be canceled up to two o'clock in the afternoon (2:00 p.m.) of the day before without loss of in lieu credit. Failure to cancel by two o'clock in the afternoon (2:00 p.m.) of the day before may result in the loss of those in lieu hours.
- I. Principals may grant in lieu credit to employees on an hour per hour basis for performing services other than substitute service. Principals may not assign more than 30 hours per school per year of such in lieu service, and the assignment shall be strictly voluntary. Additionally, librarians, work experience specialists, counselors, and ROP coordinators or other staff members, may earn in lieu time for work performed during the summer or other recess. Such work, when mandatory, shall not be subject to the 30-hour limitation.

- J. The taking of in lieu does not absolve employees of their professional obligations as defined elsewhere in this Agreement.
- K. Probationary or temporary teachers who are released after working in the District for two years or less, or teachers who resign mid-year due to circumstances beyond their control, shall have the option of being paid for their in lieu credit. Payment shall be 1/6 of the daily substitute rate per period.
- L. Special Education teachers at sites with block or rotating schedules that create a combined preparation/conference period may be required to perform in lieu during that period, but shall not perform in lieu on two consecutive workdays.

**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 Associate 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**

- A. 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.
  
- B. The term of the collective bargaining agreement shall be three (3) years covering the school years 2004-05, 2005-06, and 2006-07. This agreement concludes negotiations for the 2003-04 and 2004-05 school years. For the 2005-06 school year, the parties shall reopen for negotiations on salary, health benefits and two articles each. For the 2006-07 school year, the parties shall reopen for negotiations on salary, health benefits and one article each.

## **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 LABOR-MANAGEMENT COMMITTEE**

The parties agree to the establishment of a Labor-Management Committee to facilitate communication between the union and the District and to promote constructive labor relations. The Committee shall be composed of three (3) representatives designated by the union and three (3) representatives designated by the District. The committee may invite individuals to a meeting to provide information or consultation.

The Committee shall meet at least four (4) times a year or more frequently when agreed to by both parties. The Committee shall meet no later than the second week of instruction of each academic semester and at this meeting shall establish a meeting schedule for the semester. Whenever possible, meetings shall be held during work hours of faculty members. Release time shall be provided to union representatives for meetings held during work hours.

The Committee shall discuss issues of concern of either part in an effort to solve problems at an early stage. It shall also be a forum for sharing information and collaborating on issues of mutual concern. Among the topics to be addressed shall be class size as it affects teacher workload.

Should the Committee wish, it may identify a mutually acceptable trainer to provide training in effective communication skills for labor relations and the functioning of labor-management committees.

## 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 31<sup>st</sup> 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 1<sup>st</sup> and end on June 30<sup>th</sup>, 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;
    - Clinical Supervision
    - Instructional Strategies
    - Analysis of Lesson Plan Design
    - Communication Skills
    - 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 6<sup>th</sup> period in lieu of a prep.
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 15<sup>th</sup> 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.

G. VOLUNTARY ASSISTANCE TO PERMANENT TEACHERS

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

## 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.

## APPENDICES

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## APPENDIX A. - BARGAINING UNIT

The bargaining unit shall consist of the following:

1. Classroom Teachers
2. Counselors
3. Work Experience Coordinators.
4. R.O.P. Coordinators
5. Librarians
6. Psychologists
7. Department Chairpersons
8. Alternative School Teachers
9. Speech Therapists
10. School-Age Parenting Program Teachers
11. Drug Education Specialists
12. Resource Specialist Teachers
13. Special Day Class Teachers
14. Curriculum Associates
15. Athletic Directors
16. District Department Chairpersons
17. Head Counselors
18. R.O.P. Teachers
19. Basic Skills Laboratory Teachers
20. Curriculum Development Specialist
21. Independent Study Teachers
22. Mentor Teachers
23. Opportunity Teachers
24. M.I.S.T./M.E.S.T. Teachers
25. Resource Teachers
26. Outreach Teacher Consultant
27. Summer School Teachers
28. Intersession Teachers
29. Summer School Teachers-in-Charge
30. Daily and long-term substitute teachers \*
31. Adult schoolteacher, adult school teacher-in-charge, adult school counselors, and all other certificated Adult School employees, excluding the Director of Community Education, Assistant Director of Community Education and coordinators. (Language from Adult School contract, Article I.)

\* The portions of this Agreement that apply to daily and long-term substitute teachers are in the process of negotiation.

\*\*Adult Education bargaining unit members have been covered by a separate Federation/District contract ending June 30, 2005. Consolidation of the two Agreements is in process.

**APPENDIX D. - SAMPLE EVALUATION CALENDAR**

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

Certification letters from Principals or unit administrators to accompany evaluations recommending reemployment or dismissal of Probationary, Temporary, and/or other Non-Permanent employees.

By Week 30 Second (final) conferences to be completed for all permanent employees scheduled for evaluation. Evaluators and Evaluatees

By Week 36 Final Confidential Evaluation Reports for permanent employees delivered to Personnel Office. Evaluators

Copies given to employees no later than the end of week 36.

By Week 40 Final evaluation data due to evaluators from evaluatees for their files. Evaluatees

## 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:

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. The orientation of the counseling program should emphasize the developmental/preventative approach. The counselor is delegated leadership responsibility for the student personnel services within an individual school.

### C. Exception To Job Description:

Assumption of some duties by other counselors, so some counselors may maintain A.D.A.P.T. and other school climate programs. (This is voluntary and should be handled at each individual school.)

### D. COUNSELOR GUARANTEED SERVICES (AR 6164.2):

The District guarantees the following services by the Guidance Department:

#### 1. Seventh and Eighth Grades:

- a. Orientation to Middle School curriculum and requirements.
- b. Registration, placement, and program adjustment.
- c. Test interpretation to parents, teachers, and students.
- d. Teacher conferences on student academic progress and placement, when possible.
- e. Parents and students will be kept informed of student progress toward promotion.
- f. Personal counseling as initiated by counselor.

- g. Parent and/or student conferences, when possible
- h. Handling referrals which are counseling in nature and which are in compliance with the "*Student Behavioral Manual*".

2. **Ninth Grade:**

- a. Crisis intervention, personal counseling and referrals, when possible.
- b. Interviews for each student, when possible.
- c. Registration, scheduling, and program adjustment.
- d. Interpretation of proficiency and achievement test.
- e. Parents can request special grade checks on students.

3. **Tenth Grade:**

- a. All services provided at the ninth grade.
- b. Students will be oriented to the offerings of the R.O.P. and other career choices for tenth grade year only.

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.
- c. Pre-college students will be given planning and financial information, opportunities to meet with college representatives, and informed of pre-college testing-- S.A.T., A.C.T., etc.
- d. R.O.P. and other career choices will be explained as needed.

5. **Twelfth Grade:**

- a. All services provided at the ninth, tenth and eleventh grades.
- b. If a student is in danger of not graduating, parents and students will receive a graduation status report at the beginning and at the end of the seventh semester

- c. Students will be given assistance with applications (such as job, scholarship, college, financial aid).

## **APPENDIX G. - ASSAULT ON STAFF**

### **A. Assault Against School Employees:**

Whenever any employee is attacked, assaulted, or menaced by a student, the employee and the Principal of the school concerned shall promptly report such attack, assault, or menacing to local law enforcement.

### **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 or pupil, that pupil shall be suspended from school or recommended for expulsion.

**APPENDIX H. - SIDE-AGREEMENT ON CONSENT DECREE**  
**MANDATING BILINGUAL EDUCATION**  
**PROGRAMS**

A. Pursuant to negotiations between the District and the Federation, the following terms and conditions are agreed upon in implementation of the 1986 Revised Consent Decree Agreement in the Matter of Atilano v. Salinas Union High School District C75-2323 WAI (S.J.), U.S. District Court of the Northern District of California (San Jose Division), effective on the date signed by the representative of the District:

1. Federation may appoint unit members of committees established to carry out provisions of the Consent Decree, which relate to matters within the scope of bargaining.
2. Any unit member who submits in writing to the Superintendent his/her intent to retire or resign within two (2) years from the date of such letter shall not be assigned to bilingual classes under the Consent Decree without his/her consent.
3. Staff members who as a result of the Consent Decree are required to work/out in extra hours beyond the regular workday or regular work year will be paid the curriculum development hourly rate as provided in the collective bargaining agreement.
4. One (1) hour of in-lieu credit shall be granted for every two (2) hours spent as a peer coach as a part of the fulfillment of the seventy (70) hours of in-service training, provided that the time includes pre- and post- conference time and provided that the required paperwork is completed and turned in. The hours for which the unit member receives in-lieu compensation will not apply for salary schedule credit.
5. District will pay costs incurred by designated unit members in participating in mandated programs related to bilingual education as ordered by the Consent Decree, and as approved by the Director of the Bilingual Program according to District policy, including such costs charged to testing, materials, certification documents and mileage for off-site transportation.
6. On request, unit members may identify in their evaluations their participation in in-service bilingual training as a factor affecting pupil performance including learning and test scores. The evaluator shall give objective and serious consideration to identifying conditions impacting pupil performance.
7. If an unit member who failed the L.D.S. or B.C.C. test wishes to retake the test at District expense, that

member must submit an application to the District showing a viable plan of preparation for the test. Failure to complete the components of the plan prior to the retaking of the test will nullify the District's obligation to pay the costs of the tests if the unit member fails the test. District will, however, pay all approved costs associated with retaking the test as indicated in Sub-section Five (5) above.

8. Effective as soon as practical, job announcements for certificated staff shall include a statement to this effect:

Persons employed may be required to qualify for appropriate certification in District's bilingual language development program.

9. Unit members who complete in-service training required/accepted by District shall be credited with the appropriate number of units in their appropriate columnar placement on the salary schedule based upon District policy equating eighteen (18) in-service hours to one (1) semester unit of credit up to a maximum of four (4), provided they have not already received salary advancement credit for these units. Unit members who do not choose to receive college credits for their in-service training hours may instead be granted six (6) periods of in-lieu for completion of the seventy (70) hours of in-service training.
10. If designated staff members required to take the seventy (70) hours of in-service training make appropriate application and provide documentation, these staff members may count hours taken in the previous three (3) years dating from the first day of September in the year one thousand nine hundred eighty-three (September 1, 1983), provided these hours have been written into the individualized Consent Decree plan. The work must be taken in areas substantially the same as those offered by the District in-service training or in areas that directly relate to the instruction of the L.E.P. students.
11. All teachers of English classes who have not previously completed one (1) of the three (3) strands shall, in 1987-88, be required to take an appropriate strand to qualify under the Consent Decree program.
12. Unit members shall not be required to meet the requirements of the Consent Decree if a suitable number of eligible and qualified volunteers are available to meet such requirements. District shall have the right to meet such requirements. District shall have the right to determine the number of staff needed to fulfill Consent Decree requirements and to determine the eligibility and qualifications of volunteers.

13. No layoff of unit members shall be effected when the cause is failure of completion of Consent Decree requirements.
14. The provisions of this side-agreement shall be subject to the grievance process of the Agreement.
15. The District and the Federation agree that the provisions of this side-agreement apply solely to the Consent Decree and are non-precedential.
16. This side-agreement shall remain in effect during the term of the Agreement and further negotiations may be initiated only on the consent of both District and Federation by reason of court-ordered changes or modifications to the Consent Decree which impact on matters within the scope of negotiations.

**APPENDIX I - 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.

Legal References:

Education Code

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

## APPENDIX K. - 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 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 parents, home 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
  - Collaborating with main-stream teachers; modify assignments and student homework as needed
  - Developing and maintaining forms
  - Monitoring attendance and behavior
  - Meetings 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.
4. School sites with block or rotating schedules will designate a block as a conference/preparation.

Dated: June 24, 1987.