

SALINAS UNION HIGH SCHOOL DISTRICT

AGREEMENT

**SALINAS VALLEY FEDERATION OF TEACHERS/
ADULT EDUCATION**

AND THE

SALINAS UNION HIGH SCHOOL DISTRICT

July 1, 2006 - June 30, 2011

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AGREEMENT

This agreement, hereinafter referred to as “Agreement”, entered into this **May 11, 2010** by and between the Salinas Union High School District, hereinafter referred to as “District”, and the Salinas Valley Federation of Teachers, hereinafter referred to as “Federation”, constitutes an agreement as provided under Section 3540.1 (h) of the Government Code.

ARTICLE 1 - RECOGNITION

The district recognizes the Federation as the exclusive representative for all certificated employees holding positions of adult school teacher, adult school teacher-in-charge, adult school counselor, and all other certificated employees, excluding the Director of Community Education, the Assistant Director of Community Education and coordinators. All newly created positions assigned to the Salinas Adult School shall be discussed with the exclusive representative to determine whether to include or exclude the position from the negotiating unit. Disputed cases shall be submitted to the PERB for resolution and not processed as a grievance.

ARTICLE II - DISTRICT RIGHTS

- A. All district rights and functions, including its power and authority to direct, manage and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this agreement.
- B. The District has the right to make reasonable rules and regulations pertaining to employees, consistent with agreement.
- C. In the event of an emergency, the District shall have the right to suspend any portion of this agreement for the period of time necessary to resolve the problems caused by the emergency. The District and the Federation shall meet to determine the effects of the emergency. An emergency shall exist when determined by the Governing Board and such determination shall not be subject to the grievance procedure.

ARTICLE III - DURATION

Except as otherwise stated in Article XX (SVFT) – Completion of Agreement and Reopener, this Agreement (**See Appendix A**) shall remain in full force and effect up to and including the thirtieth day of June in the year two thousand and eleven (**June 30, 2011**) 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.

ARTICLE IV - LEAVES

- A. **Sick Leave:** Each employee shall earn and receive sick leave during a calendar year or any portion thereof as follows:
1. One (1) clock hour of sick leave shall be earned for each 17.5 clock hours worked to a maximum of 96 clock hours per calendar year.
 2. Employees shall not earn sick leave for hours not worked.
 3. Earned sick leave as defined herein is accumulative on a year-to-year basis.
 4. Employees shall be entitled for purposes of retirement service credit no more than sixty (60) hours of any one fiscal year through hourly certificated employment, contract certificated employment, or any combination thereof. Additional sick leave may be earned as described herein, but shall be for use within the Salinas Union High School District only, shall not be usable for retirement credit at time of retirement, and shall not be transferable either within the Salinas Union High School District or between school districts.
- B. **Sick Leave: Proof of Illness:** It is the responsibility of the employee to provide proof of illness or injury upon request. Employees who are absent on sick leave shall be considered as absent without pay unless satisfactory proof of illness is filed with the District stating that the employee could not or should not perform his/her normal duties. Such proof shall ordinarily be satisfied by filing a Cause of Absence Form, but may include a physician's verification of illness or injury if requested by the District.
- C. **Sick Leave Donation Program:** The District and the Federation mutually agree to implement an employee sick leave donation program for the utilization of employees who are suffering from a long term illness and who have exhausted all other paid leave.
1. Qualified applicants will be those who have medical verification of long-term serious illness and who have exhausted all of their sick leave and any other paid leave. A long term serious illness is usually one that is either terminal or permanently debilitating.
 2. Written application will be required from the applicant prior to consideration. If the applicant is unable to make written application, a family member may serve as an alternate.
 3. The committee to review the requests shall be composed of the Assistant Superintendent of Personnel, the site supervisor, the Federation president and an additional member.
 4. Information reviewed at the meeting shall include the nature of the request, the nature of the serious illness, the candidate's prior work/absence history and any other pertinent information.

5. The District and the Federation must mutually agree upon granting of donated sick leave.
6. Donation of sick leave from unit members will be based on the following:
 - a. The donor must have accrued sick leave equivalent to two (2) years allocation. Days may be donated above the amount at the level of up to five (5) days per full time employee per year.
 - b. Days will be allocated to the seriously ill candidate on an equitable basis as determined by the committee. Unused days will be returned to the donor.
 - c. Sick leave days will be granted to the candidate in increments of up to fifteen (15) days. The candidate may apply for further sick leave days by providing further medical information and/or personal letter explaining the need.

D. **Illness or Accident Leave – Five 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) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had s/he been employed.

The Salinas Adult School Administration does require a physician's verification of illness or injury stating that the employee was not able to perform or cannot perform his/her normal duties for a specified period.

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. After the lesser of the employee's accumulated sick leave hours or 96 clock hours of current sick leave have been used, in a given school year, the one hundred (100) day period commences. There is no deduction wherein accumulated sick leave is available to be used.
4. For any remaining balance of the one hundred (100) days of sick leave in a given school year, after current and accumulated leave been used, the employee is entitled to his/her regular salary, less the cost of the substitute's pay.
5. After the one hundred (100) day period has been completed, unless the employee still has accumulated sick leave to which s/he is entitled, the employee shall not earn salary of any kind until s/he returns to duty. Notification shall be made to the Board when the one hundred (100) day point has been reached. In the event that the District-paid health and welfare benefits are to be terminated for the employee, s/he shall be so notified, at least five (5) working days prior to termination.

6. An employee may work part time (less than 60% of full-time assignment) during the five (5) months and will earn his/her regular hourly rate for the hours worked and accumulate sick leave.

For example, an employee's regular assignment is six (6) hours per day (30 hours a week). The employee is able to work three (3) hours a day, Monday, Wednesday and Friday (9 hours a week) with doctor's note. The hours worked will be at the employee's regular hourly rate. The hours not worked of the employee's assignment will be paid by using the five (5) months differential pay (regular rate for employee minus substitute rate).

E. **Personal Necessity Leave:** Each employee may elect in case of personal necessity to use up to 60% of annual available personal illness or injury sick leave. As used herein, the term "personal necessity" shall refer to those situations where the employee's presence is urgently required as opposed to situations where the particular matter could be take care of on weekends or in after-school hours. The term "personal necessity" shall include the following situations:

1. Death of a member of his/her immediate family when additional leave is required beyond the necessity leave the employee is entitled to pursuant to bereavement leave.
2. Accident, involving the employee's personal property, or the person or property of a member of his/her immediate family.
3. Appearance in any court or before any administrative tribunal as a litigant party, witness under subpoena, or any order made with jurisdiction.
4. Illness of a member of the immediate family where other arrangements cannot be made.
5. One-half day to attend the funeral of a close friend or relative not a member of the immediate family. The one-half day may be extended to one full day if the funeral is more than fifty miles from the City of Salinas. In any event, the total time shall be personal necessity leave.
6. Employees may take up to two (2) days a year of regular scheduled work hours for any reason other than concerted labor activity against the District.

F. **Industrial Accident and Illness Leave:** Employees shall be entitled to industrial accident or illness leaves of absence under the following provisions:

1. Allowable leave shall be for a maximum of sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulative from year to year.
3. Allowable leave shall commence on the first day of absence.

4. Payment for wages lost on any day while the employee is on industrial accident or illness leave shall not, when added to a temporary disability payment granted the employee under the worker' compensation laws, exceed the normal wage for the day.
 5. Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability payment made under workers' compensation.
 6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or injury.
 7. If the sixty (60) day leave of absence is exhausted and the employee is not medically able to return to work, he may then use only so much of his accumulated sick leave, accumulated vacation time, or compensation temporary disability payment that shall provide for a full day's wage or salary.
 8. During all paid leaves of absence, whether industrial accident leave, sick leave, vacation, or compensated time off, the employee shall endorse to the District checks received under workers' compensation laws. Credit shall be given to the employee's accumulated sick leave, vacation, or compensated time off in an amount of time proportionate to the compensation monies received when such leave has been charged.
 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: (a) he/she advises the District in writing of his/her departure date, location, Address, and return date, and (b) he/she files with the District a statement from the workers' compensation insurance carrier that the agency has no objection to his/her traveling outside the state for the period of time requested.
 10. Employees requesting or claiming leaves of absence for industrial accident or illness are required to provide a doctor's certification that the employee is medically unfit to return to work. Payment shall not be made unless certification is on file with the District.
 11. Period of leave of absence shall not be considered to be a break in service of the employee.
- G. **Bereavement Leave:** Employees are entitled to three days of absence without loss of pay for the death of any member of his/her immediate family. Members of the immediate family are mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household, plus he brother-in-law or sister-in-law of the employee. A minimum of two additional days will be allowed if travel outside the state is necessary.

- H. **Jury Duty:** Employees shall be released with pay for jury duty subject to the following conditions:
1. The employee, within 24 hours of being notified of his/her call to jury duty, shall notify his/her immediate manager of the dates, location, and estimated time that he/she will serve on jury duty.
 2. Upon completion of jury duty, the employee shall provide from the Jury Commissioner's Office a statement certifying the dates and the hours that the employee was engaged in the performance of his duties as a prospective juror and/or as a member of a jury. Such statement shall include the date and time upon which the services of the employee were no longer required by the Jury Commissioner. Employees serving, as jurors must turn over jury fees received, exclusive of mileage, to the District.
- I. **Military Leave:** Military leave shall be granted in accordance with federal and state laws subject to the following conditions: the employee shall and present to the Salinas Adult School a copy of the orders received by the employee which stipulate the date of reporting and the date of cessation of such military leave.
- J. **Election or Appointment to a State or Federal Office:** An employee shall be granted a non-paid leave of absence for the term of office. If the employee on such non-paid leave of absence notifies the Salinas Adult School within six (6) months after the term of office has ceased of his/her intent to return to the Salinas Adult School, s/he shall be entitled to return.
- K. **Shared Leave:** In the event that two employees wish to request an unpaid leave of absence for either one or more sessions, up to a year, such employees may be granted such leave requests from a commonly shared teaching assignment.
- Shared leave may be sent up in either of two ways:
1. Two (2) employees may alternate a single assignment
 2. Two (2) employees may share a common assignment
- Shared leave may be granted upon application and interview with the District before submission to the Board of Trustees and such leave is subject to the provisions governing unpaid leaves listed herein.
- L. **Federation Leave:** The Superintendent or his/her designee shall grant the SVFT/SAS representative(s) up to five (5) days per school year for the purpose of attending the statewide annual federation conference, (1 1/2 days each for 2 representatives), the Adult Education Commission (1 day) and Sacramento Lobby Day (1 day) . The cost of a substitute teacher shall be borne by the Federation. All requests for Federation Leave shall be made no later than two weeks preceding the planned commencement of said leave.
- M. **Administrative Leave:** Employees may be granted up to thirty (30) calendar day's administrative non-paid leave of absence at the discretion of the Director of Community Education.

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

1. SAS teachers with more than two (2) years of service are eligible for up to three (3) months leave on request to the Board.
2. SAS teachers with four (4) years of service are eligible for up to nine (9) months leave on request to the Board.
3. SAS teachers with over six (6) years of service are eligible for up to one (1) year of leave on request to the Board.
4. Periods of leave are not added to the total length of service in determining seniority and have no effect on status of tenure or benefits.
5. Except in emergency cases, all requests for leaves will be submitted three (3) months prior to the start of the leave period.

O. **Pregnancy Leave:**

1. Employees who request leave because of disability due to pregnancy, miscarriage, childbirth, and recovery there from shall be granted such leave, the length of which, including the date of which the leave shall commence and the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician.
2. All employees shall have the right to utilize sick leave benefits for absences necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from.
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 there from.
4. No sick leave compensation shall be granted without such certification from the employee's physician.
5. Nothing in these regulations shall prohibit the Governing Board from granting additional days of non-paid leave subsequent to the leave necessitated by disability due to pregnancy, miscarriage, childbirth, and recovery there from.

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

ARTICLE V – WAGES

- A. All current hourly certificated adult school employees for the 2006-2007 school year shall be compensated by placement on the following salary schedule as contained in **Appendix B**.
- B. **Payroll Deductions:** Authorized payroll deductions shall include withholding taxes, retirement deductions, health and welfare deductions, credit union deductions, and Federation dues.
- C. **Release Time:** Federation officers and designated representatives shall be permitted paid time for regularly scheduled sessions with the Board of Trustees or their designated representatives for the purpose of negotiating new agreements, representation of Federation members when requested by them at grievance procedure meetings, or when meeting with district representatives at their request during regularly scheduled working hours.
- D. **Work Site Closure:** When a work site is temporarily* closed due to circumstances beyond the control of the employee, an alternate site shall be provided, or the employee shall be compensated at his/her regular rate of pay for the duration of such closure.

* Temporarily, for this purpose, shall not exceed two (2) working days.

ARTICLE VI – LENGTH OF WORK YEAR

The district will implement transition to a 180-day work year for the Salinas Adult School Teachers, effective July 1, 1995. The adjustment for the 180-day work year from 230 day will not affect STRS contributions or calculations. Some employees will earn additional benefit by the compression of the salary schedule from 230 days as a result of the recalculation of the work year, and all current employees shall be protected from any adverse adjustment to their permanent hours. For a period of 39 months, from July 1, 1995 to October 1, 1998, employees who were originally tenured on the 230 day work year calendar will be offered summer school employment based on credentials and according to seniority and permanent hours as listed on the 230 day seniority list. After October 1, 1998, these employees will follow summer assignment language as described below.

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

If two or more employees who have requested the assignment become the candidates for final consideration and are equally qualified, seniority shall be considered when filling the vacancy. Individuals not selected shall be entitled to a conference to discuss the reasons for non-selection. Dispute regarding implementation of this article shall be subject to mediation not arbitration. Any new assignment opened during the summer will be posted and regular hiring procedure followed.

Beginning on July 1, 2005 the length of the work year for the Salinas Adult School Teachers will be 184-days. The adjustment to 184 days will not alter the current salary schedule.

ARTICLE VII – FULL TIME EMPLOYEES

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

ARTICLE VIII – FRINGE BENEFITS

1. **Benefits Group:** Effective 5-11-2010, there will be twenty (20) district funded H/W benefited positions constituted as follows: As benefited positions are vacated, an equivalent number of benefited positions shall be maintained. Seniority with Salinas Adult School will determine eligibility and ranking for any open benefited position. Calculation of seniority for purposes of eligibility for these benefited positions shall be based on the commencement date in the tenure track.

Presently there are thirty four (34) district funded H/W benefited positions. SAS and the District will monitor these positions as they become vacant by attrition until the desired number of twenty (20) is reached. Employees currently on a waiting list will continue to be on a waiting list and will not be placed in a benefited position until vacancies exist at twenty (20) or below.

Future restoration of benefited positions will be contingent on BRL/ADA driven funding to the 2006-07 levels.

2. **Health and Welfare Benefits:**
Effective July 1, 2007:
The total health and welfare benefits premium caps (medical, dental, and vision combined) for the SVFT/Adult School Unit shall be increased to the current total caps for the District's 7-12 certificated bargaining unit, as follows:
 - Employee only - \$753.18 per month for 12 months
 - Employee plus one - \$1,048.54 per month for 12 months
 - Family - \$1,450.89 per month for 12 months
3. **IRS – 125 Plan:** The District agrees to implement an IRS – 125 cafeteria plan by January 1993, available to all federation unit employees. Federation and the District agree that individual employees choosing to participate in any elective benefit of the IRS – 125 Plan other than a premium cost deduction shall assume any administrative cost as a monthly payroll deduction.

4. **Criteria to be Used to Establish Eligibility of Teachers for Benefits:**
- a. Teachers must work thirty (30) hours per week on a regular permanent basis,
- OR**
- work a split shift of twenty-seven+ (27+) hours per week on a regular permanent basis. Split shift means twenty-seven+ (27+) hours per week with a minimum of two hours between shifts.
- b. Current staff, who are assigned additional hours which move them to full-time status, will be given a three (3) month trial period before being placed on benefits. (30-day enrollment process for benefits follows trial period.)
 - c. Newly hired staff will be placed on a six (6) month probation period before being considered for benefits.
 - d. The following will **NOT** be considered towards full-time benefit status:
 - fee-based hours
 - temporary short course assignments of twelve (12) weeks or less

ARTICLE IX – HEALTH BENEFITS FOR RETIREES
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1. The Salinas Adult School (SAS) shall contribute the total medical premium for single party coverage for retirees, age fifty-five (55) through fifty-seven (57). Upon reaching age fifty-eight (58), the employee who has retired at age fifty-five (55) through fifty-seven (57) shall be entitled to insure the employee and the employee’s spouse at SAS expense up to the dollar amount specified in the contract until the retired employee reaches age sixty-five (65) or dies, whichever occurs first.
2. An eligible retiree is one who is not more than sixty-five (65) years of age, who has rendered fifteen (15) years of continuous service, including Board approved leave, in the District immediately prior to retirement and who retired under STRS. “Eligible Employee” shall be those who qualify for District paid health benefits under Article VIII for fifteen (15) years of continuous service. An employee’s service shall be considered as “continuous” notwithstanding a break in service due to layoff if such employee is reemployed during the period of his or her rights to reemployment.
3. The SAS shall pay the premiums until the retiree reaches sixty-five (65) years of age or until the retiree dies, whichever occurs sooner.
4. In the event that a Federal and/or State medical Benefits Program were to be established prior to the termination of the retiree’s medical coverage through the District, the District provided benefits shall be combined with the Federal and/or State plan and necessary costs contribution adjustments shall not exceed that provided for in section 1 of this article.

ARTICLE X – PROFESSIONAL GROWTH

The Salinas Adult School encourages all certificated employees to participate in professional growth activities that are designed to maintain and enhance job related competencies and performance. The Salinas Adult School also provides an ongoing staff development program for the continued professional and personal growth of its employees.

Approved professional growth activities should result in salary increases through movement across columns on the salary schedule.

1. **Professional Growth Standards:** The following applies only to **non-paid** Salinas Adult School time unless required by the school, e.g. Essential Elements. Prior approval of courses is strongly recommended.
 - a. College/university credit classes directly related to teacher’s subject area,
OR
 - b. college/university continuing education units (CEU’s) directly related to teacher’s subject area and/or to fulfill requirements for credentialing,
OR
 - c. professional training hours required for certification/licensing related to teacher’s subject area,
OR
 - d. approved workshops, seminars, conferences, fee-based courses that apply directly to the educational programs within the Salinas Adult School to include in-house staff development offerings, OR
 - e. courses towards a new subject area.

Conversion Table

1 semester unit = 15 hours = 1.5 quarter units = 1.5 C.E.U.’s

2. **Professional Growth Procedures:**
 - a. Prior to taking the class, the applicant submits “**Certificated Professional Growth Program**” form (AS 29) to the appropriate program coordinator.
 - b. Program coordinator signs the form and submits it to the Salinas Adult School Administrative Office.
 - c. A committee representing all program areas will convene quarterly to review the applications and make recommendations.
 - d. Recommendations are sent to the Director and/or designee for approval.
 - e. Employee is responsible for submitting verification of professional growth units/hours to the Salinas Adult School Administrative Office.
 - f. Questions regarding employee’s current status can be checked through the Administrative Office.

ARTICLE XI – REDUCTION IN EMPLOYEE HOURS

A. **Attendance Shortage**

Any class with fewer than 20 students in attendance may be in jeopardy of cancellation by administration. The variables to be considered before closing a class may include time of year, scope and sequence of program, history of the class, community importance, commitments to other agencies, whether it is a new class or not, whether there are multiple sections of the class, whether the students could be served elsewhere within the school or another agency, whether the class could be easily restarted at a later date, whether parents and children are being taught together, legal or code restrictions on class size, and limitations imposed by the physical layout of the classroom.

1. **New Class** – The teacher and the coordinator will mutually agree upon the length of the trial period and the minimum number of students required in attendance (Form AS28). The teacher may be reassigned at the end of this period, depending on his/her classification (tenured, probationary, etc.)
2. **Continuing Class** – The coordinator and teacher will monitor attendance and meet when the class is in jeopardy. The teacher and the coordinator would then develop a mutually agreed upon plan (AS28) to promote the class for a specific period of time, after which the class could be terminated. The teacher may be reassigned, depending on his/her classification.

B. **Cancellation of a Joint Program** (A program co-sponsored by one or more other agencies/organizations)

- The teacher may be reassigned

C. **Loss of a Teaching Site**

The Salinas Adult School administration and program coordinator will make an effort to secure an appropriate alternative site for an agreed upon period of time. If no site were located, the teacher may be reassigned.

D. **Change in Course Offerings**

The Salinas Adult School changes its course offering to meet community needs. This is often, but not always, congruent with the dates of the three established quarters and the summer session. Permanent and probationary teachers may be reassigned to teach other classes or schedules during the regular school year, providing their permanent hours are maintained. They may be notified of non-rehire by the administration by March 15 if the courses they are certified and competent to teach are not scheduled for the following school year.

Changes in course offering may result in the release of one or more temporary teachers, based on the employment provisions in the Education Code.

ARTICLE XII – LAYOFF PROCEDURE

In the event of adult school budget reductions, the District shall follow the layoff procedures outlined in the Education Code, Section 44955, affecting the reduction in force of permanent and probationary employees. The effects of layoff shall be subject to negotiation with the employee bargaining unit.

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

1. **Temporary Teacher** – a temporary or otherwise part-time teacher is any one who is employed to teach adult education classes for less than 60% of the hours per week (less than 18 hours per week) of a full-time position.
2. **Probationary Teacher** – An employee who in any one academic year has served at least 75 percent of the number of days the Salinas Adult School is in session and who has worked at least 60 percent (18 hours minimum per week) of a full time position (30 hours per week) is considered to be a probationary teacher. A person is probationary for two consecutive academic years before becoming permanent and tenured.
3. **Permanent Teacher** – To become eligible as a tenured employee, a teacher must provide service for two consecutive academic years for a minimum of 75 percent of the school year and at least 60 percent of a full-time assignment. Substitute time and temporary status do not count towards becoming tenured. (Ed Code §44929.25)
4. **Tenure** – for the Salinas Adult School will be determined by the following:
Tenure will be based on seventy-five (75) percent of the school year and sixty (60) percent of a full-time assignment. Thirty (30) hours per week is considered a full-time assignment; no teacher will be tenured for more that thirty (30) permanent hours. An employee can only have tenure in either the Adult School Program or in the regular day school program and shall not be eligible for both pursuant to Education Code §44929.26, but the teacher shall have the choice to determine in which system he/she shall be declared tenured. Refer to the Education Code for further explanation.
5. **Permanent Hours** – associated with tenure shall be increased if an employee gains hours through an interview hiring process or through an identified probationary position; the employee must comply with the Education Code provision for at least 60 percent of a full-time assignment over two consecutive years. The combination of any additional hours of service, when added to already tenured hours, if together they compose at least 60 percent of a full-time assignment, shall constitute newly adjusted permanent hours. These newly adjusted permanent hours shall be effective July 1, 1995 and will not be subject to retroactive monetary or length of service adjustments of hours or dates following the individual review and agreement by each employee. The employee shall retain only one date of hire, which is the first day of employment as a probationary employee.
6. **Teachers Laid Off** – or reduced in hours due to adult school budget requirements shall be offered equivalent position/hours within their credentials before new teachers are hired for those positions. The District shall comply with the Education Code in regard to seniority and re-employment rights.

ARTICLE XIII – PROFESSIONAL STANDARDS

- A. Salinas Adult School teachers may not be disciplined except for “just cause”.
- B. The term “discipline” as used in this article, specifically does not include:
- directives
 - termination for performance reasons or layoff or suspensions for more than 15 days.
- C. In general, principles of progressive discipline will be followed to include the following steps:
1. verbal warning and/or counseling
 2. written reprimand; which a copy will be placed in the employee’s personnel file. In the event that there is an appeal, such document will not be placed in the personnel file until the process has been concluded
 3. suspension with or without pay
 4. discharge, unless for performance reasons, layoff or discharge under Article XI is exempt from the progressive discipline step.
- D. The parties may mutually agree to other disciplinary action as appropriate. The employee, in accepting such disciplinary action as mutually agreed upon, thereby waives any other appeal action specified in this article.
- E. “Discipline” may include suspension without pay for a specific period not to exceed fifteen (15) of the assigned workdays, however such suspension shall not reduce or deprive the Salinas Adult School teacher of seniority or any fringe benefits.
- F. A Salinas Adult School teacher may request the attendance of a Federation representative in a meeting that may lead to disciplinary action.
- G. Salinas Adult School teachers may appeal, within ten business days any disciplinary action at the level of C 2 and/or 3 above, to the Assistant Superintendent of Human Resources. The Assistant Superintendent of Human Resources shall respond within ten business days. The employee may then appeal the decision to a Professional Standards Appeals Board. The decision of the Appeals Board shall be final. The composition of the Professional Standards Appeals Board shall consist of three members:
- One member appointed by the District
 - One member appointed by the Federation
 - One member shall be appointed by mutual agreement by the District and Federation

In the event any expenses are incurred for the mutually appointee, the District and Federation shall split the costs equally.

ARTICLE XIV – CONCERTED ACTIVITIES

It is agreed and understood that there shall be no strike, work stoppage, slow down, unlawful picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with operations of the District by the Federation, or by its members, officers, or agents during the term of this agreement.

The Federation recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every reasonable effort toward including all employees to do so.

In the event of strike, work stoppage, slow down, or other interferences with the operation of the District by Federation members, the Federation agrees to take all necessary steps to cause them to cease such action.

ARTICLE XV – COMPLETION OF MEETING AND NEGOTIATING

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 written and mutual agreement.

ARTICLE XVI – GRIEVANCE PROCEDURES

A. Definitions:

1. A “grievance” is an alleged violation of the provisions of this Agreement except as excluded herein. No district policy, regulation, rule, or practice not specifically included, as part of this Agreement shall be subject to a grievance procedure.
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 or the Federation acting as a grievant for a non-permanent Salinas Adult School teacher.
3. A “day” used in this grievance procedure shall mean a day in which the Salinas Adult School Administration Office is open for business.

B. Procedures

1. **Step 1- Informal:** An aggrieved employee shall first orally discuss his/her grievance within fifteen (15) days after s/he knew or should have known with the exercise of due diligence of the alleged violation with the Director of Community Education and attempt to resolve the grievance informally. A Federation board member of his/her choice may accompany the employee. The Director of community Education shall render his/her decision within ten (10) working days of its submission. No official written record shall be kept of the grievance. Any adjustment of the grievance shall not be considered to establish any precedent in the adjustment of similar grievances.

2. **Step 2:** In the event that a grievant cannot resolve the grievance at the informal step, the grievant may appeal the grievance within twenty (20) days after the grievant knew or should have known, with the exercise of diligence, of the event or circumstances occasioning the grievance. The grievant 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 Director of Community Education. The Director of Community Education shall have fifteen (15) working days in which to respond to the appeal. The grievant shall be entitled to a conference with the Director of Community Education. The time and place of said conference shall be mutually agreed to between the grievant and the Director of Community Education. The grievant may elect have a representative present at said conference. The Director of Community Education shall investigate and render a decision within fifteen (15) days, a copy of which shall be provided to the grievant.
3. **Step 3:** If the grievant cannot resolve the grievance at Step 2, the grievant may appeal the grievance within ten (10) days of the receipt of the written decision of the Director of Community Education.

The grievant shall state and acknowledge in writing the nature of the grievance, the reason(s) for the appeal and the remedy sought, and file it, together with a copy of the written decision of the Director of Community Education, with the Superintendent or his/her designee. The grievant may elect to have a representative present at each conference. The Superintendent or his/her designee shall investigate and render a decision within fifteen (15) days.

4. **Step 4:** If the grievant cannot resolve the grievance at Step 3, he/she may request, in writing to the Federation, mediation of the grievance within ten (10) days of receipt of the written decision of the Superintendent or his/her designee. The Federation, within ten (10) working days of the grievants request, shall inform the Superintendent or designee of its decision to proceed to mediation. Within five (5) days of the receipt of his/her appeal, the Superintendent or his/her designee shall contact the State of California Department of Industrial Relations and request the services of a state mediator. At the convenience of the mediator, a mediation session shall be arranged between the grievant and a district representative. The mediator shall not be obligated to render a written opinion or recommendations.
5. **Step 5:** If the grievant cannot resolve the grievance through mediation, he/she may appeal the matter to the Board of Trustees within ten (10) days of receipt of the written decision of the Superintendent or his/her designee. The Superintendent or his/her designee shall provide all written documents concerning the grievance to the Board of Trustees.

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

2. **Records:** The District in a separate grievance file shall retain all records of the proceedings.
3. **Reprisals:** No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
4. **Time Limits:** Time lines may be extended upon mutual agreement. In order to expedite processing grievances, the time lines should be considered maximum time line. 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 conference 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. **Initiate Grievance at Step 3:** 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 Step 3.
8. **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.
9. **Administrative Direction:** The grievant shall comply with the administrative directions, which are the subject of the grievance until the grievance procedure has been exhausted.
10. **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 mediation 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.
11. **Federation as a Grievant:** The Federation may act as a grievant for probationary and temporary Salinas Adult School teachers on all articles but Article XVI, Evaluation Procedure.

ARTICLE XVII – SEVERABILITY

If any provisions of this Agreement or any application thereof to any employee is held by a court of final jurisdiction to be contrary to law, then each provision or application shall be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVIII – EVALUATION PROCEDURES

A. GENERAL INFORMATION

1. **Purpose:**
The purpose of evaluation is the improvement of the competence of all employees and thereby the improvement of the quality of education of all students in the Salinas Adult School.
2. **Substance:**
The substance of the evaluation shall not be grievable, only the evaluation procedure.
3. **Stull Act**
Evaluation of employees shall be accordance with the provisions of the Stull Act (Sections 44660 et seq. of the Education Code) and shall be based on the following:
 - a. the progress of pupils towards standards of expected pupil achievement
 - b. instructional techniques and strategies
 - c. adherence to curricular objectives
 - d. establishment and maintenance of a suitable learning environment
 - e. other criteria: to include attendance, preparation and organization
4. **Objectives and Standards:**
Each certificated employee shall participate in the setting of their personal objectives for student achievement, motivation, learning environment, professional responsibilities and growth, interpersonal skills, student success and teacher product. These objectives shall be consistent with Salinas Adult School goals and standards. Date to facilitate such evaluation of student achievement shall be secured through a number of procedures, which may include, but are not limited to pre- and post-tests and/or teacher observation of students.
5. **Role of Certificated Management Employees:**
Certificated management employees shall have the responsibility for completing written evaluation reports and submitting copies thereof to the employees evaluated. Such reports shall be based on at least one (1) class observation. The employee will be given the opportunity to sign the evaluation signifying only that s/he has read it and not necessarily that s/he agrees with it. Certificated management evaluators are responsible for the content of evaluation reports and the use of information obtained from other sources.

6. **Certificated Employees:**

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

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

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

B. **PROCEDURES**

1. **Selection/Assignment of Evaluator**

- (a) All certificated employees who have been employed more than two years with SAS shall have the option of selecting from among the designated certificated management evaluators by signing up for specific managers on a first-come, first-served basis by contacting the SAS administration office upon receipt of written notification. If the given timeline is not met, the evaluatee will be assigned an evaluator. This process will be implemented at the beginning of each contract school year.
- (b) This process shall continue until each certificated management evaluator has received the number of identified evaluates for which s/he is scheduled to evaluate.
- (c) In cases where an evaluatee, through this process, must choose a certificated management evaluator that for substantial reasons s/he would not otherwise select, s/he may appeal directly to the Superintendent or his/her designee who may grant a change in certificated management evaluator. The decision of the Superintendent or his/her designee shall be final and non-grievable.
- (d) Evaluation and assessment of employees shall involve an additional evaluator when requested by the employee.

2. **Evaluation Process**

The evaluation process includes the:

- (a) teacher's goals and objectives
- (b) coordinator's observation
- (c) student questionnaire
- (d) classroom observation
- (e) evaluator's "General Evaluation Form"

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

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

- (a)
 - **Orientation Meeting:** Teacher meets with administrator to go over and to discuss the evaluation process, including Certificated Personnel Evaluation forms (SAS 10, 11, 21, 22, 24 and 26A/B). The pre-observation conference and observation dates will be set at this time.
 - **Student Questionnaire Regarding Teachers:**
 - i Teacher chooses class for student questionnaire. (SAS Form 26A/B)
 - ii Teacher may pre-teach students the concept, format and vocabulary of student questionnaire.
 - iii Clerical staff administers the student questionnaire.(SAS Form 26A/B), tabulates them and sends summaries to the teacher and evaluator.
 - iv Teacher may use information from student questionnaire in formulating goals and objectives and in writing self-evaluation.
 - v A teacher may share with the evaluator data from other forms to include teacher made or program specific student questionnaires.
 - vi Teacher and evaluator discuss student questionnaire (SAS 26A/B) in the context of the other evaluation documents and data at the final conference.
- (b) **Pre-Observation Conference:** Teacher meets with administrator with a current course outline and pre-observation (SAS 21) form and discusses upcoming lesson. Complete lesson plan (SAS 22) is submitted to the evaluator at least 24 hours prior to the observation. Teacher will be compensated for ½ hour meeting time.
- (c) **Observation:** Administrator observes teacher in the classroom and fills out the observation form (SAA 12), then gives interim feedback on class and sets date for final conference.
- (d) **Final Conference:** The final conference to discuss the evaluation shall be held within thirty (30) working days of the observation. Teacher meets with administration to discuss Class Observation (SAS 12) and General Evaluation Form (SAS 25), Goals (SAS 24), the Teacher Performance as Observed by Coordinator Form (SAS 9), and the compilation of Student Questionnaires (SAS 26 A/B). Original copy of Form SAS 25 is signed and placed in teacher's file along with the above-mentioned forms and Record Sheet (SAS 23). The teacher and coordinator both receive copies of forms placed in file. Teacher will be compensated for ½ hour meeting time.
- (e) The employee may submit a written response to the evaluation. The employee shall have ten (10) working days in which to submit the written response, and up to five (5) additional working days with the approval of the Principal or Assistant Superintendent of Human Resources.

3. **Alternative Evaluation Procedure**

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

- 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. The 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 4th week of the school year or on the date of the agreed evaluation calendar for that year. The evaluator’s response shall be given by the end of the 5th week.
2. At a pre-evaluation conference held in compliance with the District’s evaluation calendar for the year, the peer evaluators and their evaluating administrator shall meet, discuss, and mutually agree upon the evaluation plan including constrains. Evaluatees and evaluator will mutually agree on scheduled updates (if any) during the year.
4. **Personnel File**
Evaluation report(s) and any written response or any statement regarding the conference shall be filed in the employee’s personnel folder in the SAS Administration Office. Evaluation information contained in employee personnel files shall be available only to those persons authorized by law to review such information.
 5. **Grievance**
If, however, the employee feels that the procedures for evaluating have not been followed, s/he may file a grievance on that basis, in which case the evaluation will bear an attached statement on its face that a grievance is being processed. Until that grievance is resolved, the evaluation shall not become a permanent record.
 6. **Unsatisfactory Performance**
Written evaluations of employees shall include descriptions of unsatisfactory performance, if any, with specific recommendations for means of improvement and suggestions of available sources of assistance. Statements included in the evaluations shall relate to established criteria as set forth in Sections A3 and A4 (page 19) contained herein. Subsequently, one (1) or more conferences shall be held with the employee to assist him/her in correcting deficiencies previously noted. A record of such conferences, including deficiencies, which have been corrected, shall be prepared by the evaluator for the file of the evaluatee and a copy submitted to him/her.
 7. **Additional Evaluations**
Nothing contained herein shall preclude the right of the District to make additional evaluations during any year and/or implement plans of assistance for any employee during any year, when documented need exists for such a plan of assistance.

8. **Review of Personnel Files**

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

MEDIATION PROPOSAL

June 7, 2007

The Salinas Union High School District (District) and the Salinas Valley Federation of Teachers (SVFT) agree to resolve all issues in negotiations for the 2006-07 and 2007-08 school years on the following terms and conditions:

1. Except as provided herein below, all current provisions of the collective bargaining agreement between the parties shall continue without modification.
2. The District shall provide a total compensation package for 7-12 unit members covering 2006-07 and 2007-08 of eleven percent and 60/100 percent (11.6%) to SVFT as follows:
 - a. Increase the 2005-06, 7-12 certificated employee salary schedule for the 2006-07 school in the amount of six percent (6%). The retroactive increase shall be paid only to those unit members who are employed by the District on the date of ratification of this tentative agreement by the governing board and apply only to base pay excluding but not limited to the hourly rate or extra duty pay. However, persons who retired from the District mid-year or at the end of the 2006-07 school year shall be entitled to the retroactive salary increase.
 - b. For the 2006-07 school year, the District shall reimburse certificated employees employed in the 7-12 program on the date of ratification by the governing board and retirees who worked in the 7-12 program in the 2006-07 school year for out-of-pocket payment for health insurance premiums at a cost not to exceed .6% equivalent increase in salary. *(pursuant to past practice)*
 - c. For the 2007-08 school year, the District shall increase the 2006-07, 7-12 certificated employee salary schedule in the amount of three and 55/100 percent (3.55%). This salary increase is contingent upon an actual base revenue limit increase by the State to the District of at least four and 50/100 percent (4.5%). In the event that the base revenue limit increase by the State to the District is five percent (5.0%) or more, the District will either apply the difference to the salary schedule or reopen negotiations on salary for the 2007-08 school year.
 - d. Effective July 1, 2007, the District shall increase its contribution for health and welfare benefits for bargaining unit members in the 7-12 program by the following amounts:

	<u>Total Maximum</u>
<u>Employee only</u>	<u>\$ 744.15</u>
<u>Employee plus one</u>	<u>\$1039.51</u>
<u>Family</u>	<u>\$1441.86</u>

- e. Effective July 1, 2007, the District shall increase its contribution for health and welfare benefits for bargaining unit members in the Adult Education program by the following amounts:

	<u>Total Maximum</u>
<u>Employee only</u>	<u>\$ 753.18</u>
<u>Employee plus one</u>	<u>\$1048.54</u>
<u>Family</u>	<u>\$1450.89</u>

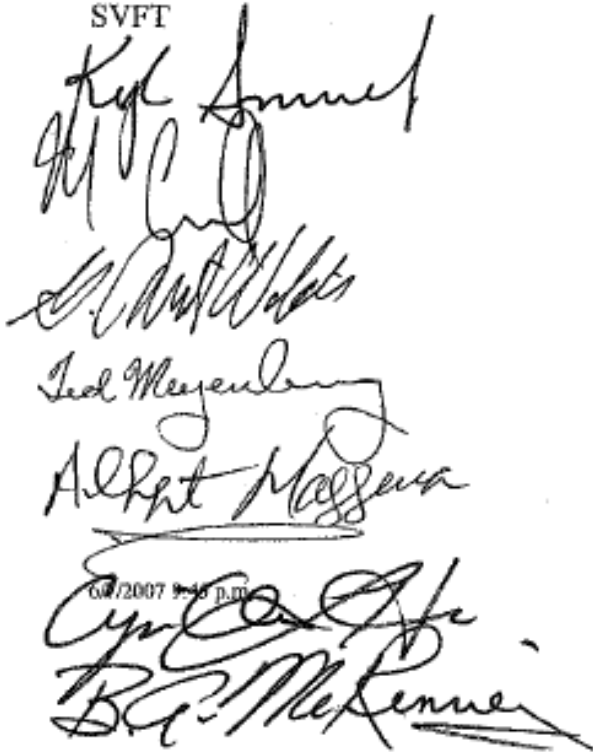
- f. Increase the daily rate of pay for substitute teachers to \$125/day beginning with the 2007-08 school year. The cost of this is the equivalent of a .17% salary increase.
- g. The District proposes a six percent (6%) salary increase for the 2006-07 school year for teachers in the Adult Education Program. The retroactive increase shall be paid only to those unit members who are employed by the District on the date of ratification of this tentative agreement by the governing board. However, persons who retired from the District mid-year or at the end of the 2006-07 school year shall be entitled to the retroactive salary increase.
3. The District shall increase the 2007-08 certificated employee salary schedule for unit members in the Adult Education Program by three and 55/100 percent (3.55%). This increase is contingent upon an actual increase to the District's Adult Education Program by the State of at least four and 50/100 percent (4.50%). In the event that the base revenue limit increase by the State to the District is five percent (5.0%) or more, the District may apply the difference to the salary schedule or reopen negotiations on salary for the 2007-08 school year.
4. The new salary schedule headings for 7-12 teachers are attached and will replace the current headings.
5. Attached Article VII – Hours – shall be incorporated in the Agreement.
6. The evaluation form for counselors shall include Standards 6 and 7 from the teacher evaluation form, as attached.
7. Beginning with the 2007-08 school year, a committee consisting of four unit members selected by SVFT and four persons selected by the District shall be established to study, define and create a blueprint for the transition and

implementation of professional learning communities (PLC's). All persons on this committee shall have attended District-approved PLC training prior to serving on the committee. Nothing contained herein shall preclude implementation of the 2007-08 bell schedule or the implementation of the proposed collaboration period.

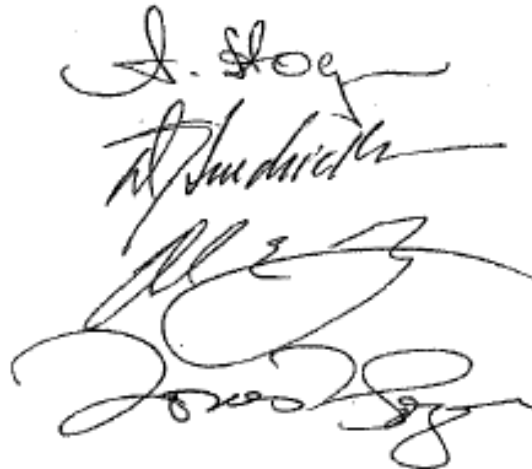
8. The bell schedules proposed by the District for each high school for 2007-08 are acceptable recognizing that they may be slight adjustments in passing times based on the needs of each site. The collaboration time shall be jointly planned by administrators and teachers who have completed a District-approved training program on professional learning communities. However, nothing contained herein shall prevent implementation of collaboration at the beginning of the 2007-08 school year.
9. The Board adopted calendar for 2007-08 shall be implemented. The calendar for subsequent years shall be approved no later than February 1 of each preceding year provided that the District's calendar proposal is presented to SVFT by the preceding November 1.
10. The ninth grade orientation night will not be mandatory after the 2007-08 school year if it is not attended by approximately 10% of the parents of the ninth grade students. Unit members required by the site administration to attend the ninth grade orientation program shall be given two (2) hours of adjunct duty credit.
11. Amend Appendix A as attached.
12. This Agreement is contingent upon the Parties agreeing to the schedules at Alisal and Alvarez High School no later than June 12, 2007.

Dated: June 7, 2007

SVFT


Handwritten signatures for SVFT members: Kip Surratt, M. C. [unclear], S. [unclear], Ted Meyers, Albert Magaña, Cynthia [unclear], and B. McKenna.

DISTRICT


Handwritten signatures for District members: J. Stoen, [unclear], [unclear], and [unclear].

SVFT/Salinas Adult School Calendar 2009 - 2010

<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th colspan="7">July 2009</th></tr> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td>1</td><td>2</td><td style="background-color: #cccccc;"></td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td style="background-color: #cccccc;">21</td><td>22</td><td>23</td><td>(24)</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </tbody> </table>	July 2009							S	M	T	W	T	F	S				1	2		4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	(24)	25	26	27	28	29	30	31		<p style="text-align: center;">JULY</p> <p>3 Independence Holiday</p> <p>6-31 Summer Session</p>	<p style="text-align: center;">JANUARY</p> <p>1 New Year's Day Holiday</p> <p>4 Winter Session Begins (thru 3/26/09)</p> <p>18 Martin Luther King Holiday</p> <p>Days Worked - 19</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th colspan="7">January 2010</th></tr> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td style="background-color: #cccccc;">2</td><td></td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>(8)</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td style="background-color: #cccccc;">18</td><td style="background-color: #cccccc;">19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	January 2010							S	M	T	W	T	F	S						2		3	4	5	6	7	(8)	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31						
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2009-2010 Total Working Days: 184 (8/19/2009 - 6/11/2010)



Holiday



Payroll Cards Due to Coordinators

() Manual Attendance Due



Staff Develop. Day

Board Approved
04/14/2009

**SALINAS ADULT SCHOOL
SALARY SCHEDULE
Effective July 1, 2006**

Step	Hours of Service	Preliminary Credential	Clear Credential	BA+ 15 Units	BA+ 30 Units	MA or BA + 45 Units
1	0 - 1,104	\$27.35	\$27.89	\$28.45	\$29.03	\$29.61
2	1,105 - 2,208	\$28.04	\$28.60	\$29.16	\$29.74	\$30.35
3	2,209 - 3,312	\$28.75	\$29.32	\$29.90	\$30.50	\$31.10
4	3,313 - 4,416	\$29.45	\$30.05	\$30.64	\$31.26	\$31.89
5	4,417 - 5,520	\$30.19	\$30.79	\$31.42	\$32.04	\$32.68
6	5,521 - 6,624		\$31.56	\$32.19	\$32.84	\$33.50
7	6,625 - 7,728		\$32.36	\$33.00	\$33.66	\$34.33
8	7,729 - 8,832		\$33.17	\$33.82	\$34.50	\$35.20
9	8,833 - 9,936		\$34.00	\$34.68	\$35.36	\$36.07
10	9,937 - 11,040		\$34.84	\$35.53	\$36.25	\$36.97
11	11,041 - 12,144		\$35.71	\$36.43	\$37.16	\$37.89
12	12,145 - 13,248		\$36.60	\$37.34	\$38.08	\$38.85
13	13,249 - 14,352		\$37.52	\$38.27	\$39.03	\$39.82
14	14,353 - 15,456+		\$38.46	\$39.24	\$40.02	\$40.81

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

Revised 6/29/07

SALINAS ADULT SCHOOL
SALARY SCHEDULE
 Effective July 1, 2007

Step	Hours of Service	Preliminary Credential	Clear Credential	BA+ 15 Units	BA+ 30 Units	MA or BA + 45 Units
1	0 - 1,104	\$28.32	\$28.88	\$29.46	\$30.06	\$30.66
2	1,105 - 2,208	\$29.04	\$29.62	\$30.20	\$30.80	\$31.43
3	2,209 - 3,312	\$29.77	\$30.36	\$30.96	\$31.58	\$32.20
4	3,313 - 4,416	\$30.50	\$31.12	\$31.73	\$32.37	\$33.02
5	4,417 - 5,520	\$31.26	\$31.88	\$32.54	\$33.18	\$33.84
6	5,521 - 6,624		\$32.68	\$33.33	\$34.01	\$34.69
7	6,625 - 7,728		\$33.51	\$34.17	\$34.85	\$35.55
8	7,729 - 8,832		\$34.35	\$35.02	\$35.72	\$36.45
9	8,833 - 9,936		\$35.21	\$35.91	\$36.62	\$37.35
10	9,937 - 11,040		\$36.08	\$36.79	\$37.54	\$38.28
11	11,041 - 12,144		\$36.98	\$37.72	\$38.48	\$39.24
12	12,145 - 13,248		\$37.90	\$38.67	\$39.43	\$40.23
13	13,249 - 14,352		\$38.85	\$39.63	\$40.42	\$41.23
14	14,353 - 15,456+		\$39.83	\$40.63	\$41.44	\$42.26

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

Revised 6/29/07

MEMORANDUM OF UNDERSTANDING
BETWEEN
SALINAS UNION HIGH SCHOOL DISTRICT
AND
SALINAS ADULT SCHOOL TEACHERS ASSOCIATION

The Salinas Union High School District (District) and the Salinas Adult School Teachers Association (SASTA) do hereby agree to a pilot program for the length of one year (July 1, 1994-June 30, 1995) to allow instructors working in the Salinas Adult School to exchange days with other adult school teachers who are credentialed and experienced in the same subject area. This would allow instructors a low cost option to have time off for personal reasons, professional development and to participate in union activities and meetings.

It will be the instructor's responsibility to arrange for all coverage and scheduling. The primary instructor will be held responsible for:

- a. informing their program coordinator by written form at least 24 hours in advance
- b. preparation of lesson plan

The secondary instructor will be held responsible for the charge of a substitute if he/she fails to report.

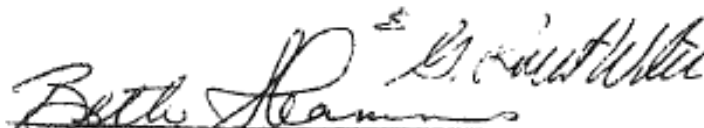
It is understood that SASTA hereby agrees to hold the District harmless from all claims, liabilities, damages and suits among participating parties.



Salinas Union High School District

4/20/94

Date



Salinas Adult School Teachers Association

4/20/94

Date

SALINAS ADULT SCHOOL
INSTRUCTOR EXCHANGE FORM

Today's Date _____

Coverage Date(s) _____ Class Times _____

Subject _____ Room _____

Total number of hours affected _____

It will be the instructor's responsibility to arrange for all coverage and scheduling. The primary instructor will be held responsible for:

- a. informing their program coordinator by written form at least 24 hours in advance
- b. preparation of lesson plan

The secondary instructor will be held responsible for the charge of a substitute if he/she fails to report.

It is understood that the undersigned hereby agree to hold the District harmless from all claims, liabilities, damages and suits among participating parties.

We, the undersigned, have read and will comply with the rules regarding this exchange.

Instructor's Name _____

Signature _____

Exchange Instructor _____

Signature _____

_____ Approve

_____ Disapprove

Reason _____

Coordinator's Signature _____

Date _____

MUST BE APPROVED BY THE PROGRAM COORDINATOR 24 HOURS BEFORE THE EXCHANGE TAKES PLACE

APPENDIX 4

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SUHSD
HUMAN RESOURCES

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

The Salinas Union High School District (District) and the Salinas Valley Federation of Teachers/Salinas Adult School (SVFT/SAS) Unit do hereby agree that credentialed instructors working full-time in the Parents as Teachers (PAT) Program, under the auspices of the Salinas Adult School, who are fully funded by grants obtained through a variety of sources, will be eligible to receive medical/dental/vision coverage subject to the limitations of Article VIII - Fringe Benefits. However, these instructors will not be included as part of the thirty-four (34) district benefited positions currently referred to in the District and SVFT/SAS Unit (7/1/1998 - 6/30/2001) agreement, Article VIII, Section I.

not to exceed 40 hrs p.m.

The PAT teachers will be expected to sign, annually, Form SAS 5 (Offer of Employment for Positions in Categorically-Funded Projects) which states that: "Service in this position shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a permanent employee."

It is understood that the terms and conditions of employment, under the Parents as Teachers Program, is subject to continued alternative funding and that the District will terminate employment and benefits of said instructors when funding ceases to materialize.

The District and the SVFT/SAS Unit agree that this Memorandum of Understanding shall be in effect as long as the Parents as Teachers Program exist.

SALINAS UNION HIGH SCHOOL DISTRICT

SALINAS VALLEY FEDERATION OF TEACHERS/SALINAS ADULT SCHOOL

Signature: [Handwritten Signature] Date: 2/16/05
Signature: [Handwritten Signature] Date: 2/17/05
Signature: [Handwritten Signature] Date: 2/25/05

Signature: [Handwritten Signature] Date: 2/2/05
Signature: [Handwritten Signature] Date: 2/2/05
Signature: [Handwritten Signature] Date: 2/8/05