

4.7 Extended Year Programs:

Extended year programs are those that the adult education department offers in conjunction with Federal, State and local government programs (CalWORKS, Job Corps, Maximus, South County Career Center, et. al) that require work years that may differ from the core school calendars.

- A. Teachers assigned full-time to an extended year program shall be compensated in accordance with the Adult School teachers' salary schedule.
- B. Participation in this program does not change the employee's status or benefits in STRS. Workdays will be considered for retirement benefits in accordance with STRS regulations.
- C. A minimum of one hundred seventy-five (175) workdays and a maximum of two hundred twenty (220) workdays shall be assigned to unit members in the program in a flexible calendar, which may be different from the regular work year calendar. Extension of the work year beyond one hundred seventy-five (175) days will be voluntary. All days worked in the program will be compensated at the established Adult School hourly rate of pay.
- D. The basic work year will be determined by the principal after consultation with the unit members.
- E. The principal and the teachers in the extended program will meet to discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the principal and the unit members. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon length of service with the District.
- F. Teachers who do not wish to continue working in the extended year program must notify the Director of Adult Education or his/her designee by May 1 of their interest in being transferred for the next school year to a teaching assignment in the regular Adult School Program
- G. If funding for the program ceases, permanent unit members will be reassigned to a regular Adult School assignment.

4.8 The District shall provide one (1) paid three (3) hour staff development day. The staff development day shall occur on a day which is not an instructional day.

4.9 Adult School Committee: A joint committee will convene for the purpose of discussing and making recommendations regarding issues relevant to the Adult Education program. These topics will include, but not be limited to, Adult Education funding, Adult Education staffing, length of work year, policies/timelines for canceling classes, and any

other topic that the committee thinks is relevant. Unit members shall be compensated with the same stipend as FAC members.

The Adult School Committee shall consist of four (4) bargaining unit members (one from each site), an Association selected site representative, a member from the counseling department, a school principal and the Director of Adult Education. The bargaining unit members shall be elected democratically by an at-large election conducted by an Association site representative at each site.

By the end of the first school month in each school year, the unit members shall elect an Adult School Committee. Each bargaining unit member shall have an opportunity to nominate himself/herself or be nominated by another member of the bargaining unit to serve on the Adult School Committee. The election ballot will be composed of those teachers nominated and who are willing to serve. All bargaining unit members shall have the opportunity to vote.

If a tie exists, a run-off election for that position(s) will be held. The run-off election will consist of bargaining unit members who tied for the position(s) in the previous election.

If a vacancy develops after the initial election, the Adult School Committee shall have a special at-large election to fill the vacant seat(s). The same election procedures will be followed during the special election. A site representative of the Association shall conduct the election.

4.10 Evaluation:

Purpose of Evaluation Procedures:

- A. The expressed purpose of the evaluation procedures outlined in this section is the improvement of instruction and the professional growth of the certificated unit members in the Adult Education Program. Evaluation and assessment of each unit member shall be made on a continuing basis as follows:
1. At least once each school year for probationary unit members
 2. At least every other year for unit members with permanent status
 3. At least every five (5) years for unit members with permanent status who have been employed at least ten (10) years with the District, and whose previous evaluation rated the employee as meeting or exceeding standards, ~~if the evaluator and the unit member, being evaluated agree. The unit member or the evaluator may withdraw consent at any time. Consent may not be withdrawn for arbitrary or capricious reasons.~~
 4. Unit members with temporary status are not required to be evaluated; however, employee may be evaluated upon request of the unit member.

- B. The procedures detailing the evaluation of teachers are designed to operate in an atmosphere of mutual agreement and professional respect. Where it becomes necessary to resolve and remediate problems in classroom instruction, these procedures continue to operate in that same atmosphere of mutual agreement and professional respect. However, it is understood that some instructional problems may not be resolved within the guidelines of these procedures. In such cases, other articles of this contract will apply.

- C. The focus of the evaluation will be the evaluation plan, the teachers' job description, the requirements in the Education Code, and the California Standards for the Teaching Profession. The standards to be used are:
 - 1. Engaging and Support All Students in Learning
 - 2. Creating and Maintaining Effective Environments for Student Learning
 - 3. Understanding and Organizing Subject Matter for Student Learning
 - 4. Planning Instruction and Designing Learning Experiences for All Students
 - 5. Assessing Student Learning
 - 6. Developing as a Professional Educator
 - 7. Progress of Students toward District or State Standards

4.11 Personal and Academic Freedom:

- A. The personal life of a unit member shall not be a subject of this formal evaluation procedure.

- B. The right to study any controversial issue in the classroom, related to the objectives of that class, which has political, economic, or social significance and is not in conflict with Board policy, shall not be a subject of this evaluation procedure.

- 1. **Handling Disputes**

When a dispute arises during the evaluation process, a meeting with a member of Human Resources, the Association, the site evaluator and the unit member may be scheduled by either the evaluator or the unit member. Disputes concerning the development of the growth plan are not subject to this section. However, disputes over changes to the established growth plan will be subject to this section.

2. **Evaluation Time Limits**

- a. Within thirty (30) duty days of the beginning of school, a meeting between the evaluator and the unit member being evaluated shall be held to discuss procedures.
- b. Within thirty (30) duty days of the initial meeting, unit members shall submit their growth plan to the evaluator.
- c. Evaluations must be completed and signed by both evaluator and unit member not later than April 30.
- d. In the event that a unit member may be rated as less than satisfactory, an assistance plan shall be developed by the end of the first week of the second semester.

3. **Establishing a Professional Growth Plan**

- a. The requirements of the Professional Growth Track are designed to give maximum flexibility to both the evaluator and the unit members being evaluated in fixing dates for meetings, observations and discussions.
- b. Individual growth plans will be submitted by unit members within thirty (30) duty days of the meeting to discuss the growth plans as described above. The focus of the growth plan will be one (1) or two (2) of the standards. The various aspects of the plan-details, purposes, measures of progress within this plan-may be discussed with the evaluator. It is the intent that both the evaluator and the unit member will agree on the details of this plan. The District and/or the Association may propose a list of professional growth activities for unit members to consider, but such a list is advisory, and is only meant to offer suggestions and assistance.
- c. If there is any continuing or unresolved disagreement between the evaluator and unit member over the details of this plan, then the unit member will make the final decisions concerning the content, purpose, direction and/or scope of the plan.
- d. Other meetings to discuss the progress of the professional growth plan may be held at any time in the second semester with the dates and times determined by mutual agreement. This program of professional growth will be discussed with the evaluator and a statement of achievement or progress will be given to the evaluator prior to the summary evaluation conference.

4. Classroom Observations and Conferences

- a. Formal observation(s) will be scheduled at a mutually agreed upon time.
- b. Unscheduled, informal observations may be made by the administrator.
- c. Conferences following an observation will be scheduled at a mutually agreed upon time.
- d. Both classroom observations and conferences may be waived by mutual consent, but if either party wishes to schedule a formal observation or a conference, then arrangements will be made at a mutually convenient time.

4.12 General Provisions:

- A. A unit member beginning service during second semester will be evaluated at a time sequence other than the ones described above. The growth plan will be established within twenty (20) duty days of the beginning of service and at least forty-five (45) duty days will be allowed for the completion of the growth plan. In any case, a reasonable amount of time must be allowed in order to accomplish the plan.
- B. Prior to the completion of the evaluation, a summary evaluation conference shall be held. At this meeting the evaluator and the unit member shall review the evaluation report in order to discuss the final wording.
- C. The final evaluation report shall be signed by both the evaluator and the unit member. The signature of the unit member does not mean or imply agreement or disagreement with the evaluation. It only means that the evaluation has been received.
- D. The unit member has the right to include an addendum to any written evaluation.

4.13 Requires Improvement and Unsatisfactory Evaluations:

- A. If an evaluation is marked "unsatisfactory" or "requires improvement," the evaluator of the unit member shall take appropriate action to assist in correcting any cited deficiencies. Such action shall include specific recommendations for improvement and assistance in implementing such recommendations.
- B. Deficiencies cited in the written evaluation must be discussed beforehand with the unit member. Reasonable time should have been allowed for cited deficiencies to have been corrected. Both the unit member and the evaluator should have taken

appropriate action to correct significant deficiencies. If circumstances warrant, such action might have included:

1. Specific recommendations by the evaluator;
2. Observations of other teachers;
3. Assistance from District resources;
4. In-service training as mutually agreed upon between the unit member and evaluator

C. The administrator has the responsibility to oversee the evaluation process:

1. When it is determined by the evaluator that improvement is needed in one or more areas, he/she will schedule a conference for involved parties.
2. It is the responsibility of the evaluator to ensure that assistance is provided. Such aid shall be reasonable and within the normal capability of the District to provide. It may include the following:
 - a. Training,
 - b. Observation of or by other teachers,
 - c. Materials and supplies,
 - d. Or, other appropriate assistance
3. A reasonable amount of time must be permitted for suggested improvement to occur.
4. A Performance Addendum must be completed whenever any element of the summary evaluation report contains an "unsatisfactory" or "requires improvement" rating. This includes Sections II, III, and IV of the report, and applies equally to remarks in the "COMMENT" section of the report that imply a concern, or an "unsatisfactory" or "requires improvement" rating.

4.14 Maintenance of Data Related to Evaluation:

- A. The Board shall maintain the unit member's personnel files at the District Administration Center. Any files kept by the unit member's principal, or immediate supervisor, shall not contain any material not found in the District's files except for materials relating to a current evaluation. At the conclusion of each evaluation, the unit member and the site administrator will review the unit member's site file and remove all material that does not comply with this section.
- B. Materials in personnel files of unit members which may serve as a basis for affecting the status of their employment are to be made available for the

inspection of the unit member. Such material is not to include ratings, reports, or records which:

1. Were obtained prior to the employment of the unit member;
 2. Were prepared by identifiable examination committee members;
 3. Were obtained in connection with a promotional examination;
- C. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District.
- D. Information of a derogatory nature, except material mentioned in the second sentence of this Section (4.14.A), shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- E. A unit member shall be able to examine his/her own personnel file by making an appointment with the Human Resources Department. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in the unit member's personnel file.

4.15 Training of Evaluators and Association (SEA) Site Representatives:

The District and the Association will jointly provide training on evaluation procedures for the following:

- A. All principals, assistant principals, and Association site representatives each time this contract article is changed.
- B. All new principals, assistant principals, new Association site representatives yearly.