

Collective Bargaining  
Agreement

between

ASSOCIATION OF  
SONOMA COUNTY OFFICE OF  
EDUCATION CTA/NEA

and

SUPERINTENDENT OF  
SCHOOLS/SONOMA COUNTY  
OFFICE OF EDUCATION

July 1, 2010 – June 30, 2013

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**ARTICLE I**

**AGREEMENT**

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sonoma County Office of Education, Superintendent of Schools (“County Office”) and the Association of Sonoma County Office of Education/CTA/NEA (“ASCOE” or “Association”), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 1.3 This Agreement shall remain in full force and effect from the dates of the agreement through and including June 30, 2013.

## **ARTICLE II**

### **RECOGNITION**

The County Office recognizes the Association as the exclusive representative of all certificated unit members of the County Office – excluding management, confidential, ROP teachers, adult education teachers, and supervisory employees, as defined in the Act – for the purposes of meeting and negotiating.

## ARTICLE III

### DEFINITIONS

- 3.1 “Unit Member” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 “Board” means the Sonoma County Board of Education.
- 3.3 “Days” means any day during which the Sonoma County Office of Education is open for business.
- 3.4 “Negotiable Items” means matters relating to unit member salaries, hours, and other terms and conditions of employment as defined in Government Code 3543.2, and other items as mutually agreed to in this article.
- 3.5 “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty of the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided in Section 3543.7 of the Act.
- 3.6 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits.
- 3.7 “School Day” means the amount of time during which unit members are required to be at school, unless otherwise provided for in this Agreement.
- 3.8 “Immediate Family” means spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee and the mother, father, grandmother, grandfather, of the employee or the spouse of the employee, or any relative living in the immediate household of the employee, or anyone who, over a period of time, has held the place of such a member. “Friend” means one attached to another by affection or esteem.
- 3.9 “Daily Rate of Pay” means the unit member’s annual salary divided by the number of days he/she is required by the County Office to be present at work.
- 3.10 “County Office” means the Superintendent and his/her staff and includes the County Board when required by law.

## **ARTICLE IV**

### **EMPLOYER RIGHTS**

It is understood and agreed that the County Office retains all of its powers and authority to direct and control to the full force of the law except as limited by this Agreement and State or Federal law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determined by the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of the County Office operation; determine the curriculum; build, move or modify the facilities; develop and implement budget procedures; determine the methods of raising revenue; and contract out work not regularly, routinely and traditionally performed by unit members. It is understood that work regularly, routinely and traditionally performed by unit members of the bargaining unit represented by the Association of Sonoma County Educators/CTA/NEA shall be reserved to that unit and shall not be contracted out to a greater extent than current practice. In addition, the County Office retains the right to hire, assign, evaluate, promote, terminate, and discipline unit members, and to take action on any matter as required to meet the needs resulting from an emergency.

The exercise of the forgoing powers, rights, authority, duties and responsibilities by the County Office, the adoption of policies, rules regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and State of Federal law.

The County Office will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.

## ARTICLE V

### **NON-DISCRIMINATION**

- 5.1 The County Office shall not discriminate against any unit member on the basis of race, color, creed, age, sex, national origin, political affiliation, political preference, domicile, marital status, sexual orientation, physical handicap, membership in any employee organization or participation in the activities of an employee organization.
- 5.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
- 5.3 Unit Members shall be guaranteed freedom in classroom presentations and discussions, and may introduce potentially controversial material so long as such material is relevant to the course content and is not inconsistent with County Office policy.

## ARTICLE VI

### NEGOTIATION PROCEDURES

- 6.1 ASCOE shall have the annual right to reopen salary and benefits by giving written notice to SCOE. Additionally, ASCOE and SCOE will have the annual right to re-open two (2) Articles of their individual choice unless it is a contract expiration year in which all Articles are open for negotiations. Negotiations will commence as soon as practicable after the exchange of initial proposals, but not later than April 1. The parties shall use their best efforts to achieve a new agreement by July 21.
- 6.2 Either party may utilize the services of outside consultants to assist in negotiation.
- 6.3 The County Office and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 6.4 Negotiations shall take place at mutually agreeable times and places which may include both work and non-work hours.
- 6.5 The Association may designate five (5) representatives who shall receive a sufficient number of hours per week, without loss of compensation or serious disruption to the instructional program to attend negotiations and impasse proceedings.
- 6.6 Not later than fifteen (15) days after ratification, the County Office shall furnish the Association with the placement of personnel on the respective salary schedules as of July 1.
- 6.7 Team members will notify their principals as much in advance as possible to inform them of all negotiation dates. Team members will also fill out and submit absence certificates at that time.
- 6.8 The County Office may designate five (5) representatives to participate and attend the negotiation proceedings.
- 6.9 Tentative Agreements. During negotiations, agree-upon items shall be reduced to writing and signed prior to the adjournment of the meeting.
- 6.10 Personnel Salary Placement. In order to facilitate the Association's negotiation preparation, no later than January 31, the County Office shall furnish the Association with the placement and names of personnel on the respective salary schedules as of December 31.

## ARTICLE VII

### **PERSONNEL FILES**

- 7.1 The County Office shall maintain the unit member's personnel files, and in cases where necessary, a separate grievance file, at the County Office's central office. Any files not kept at the central office, including those individual files kept by the unit principal or team leader at their office site, shall not be used in any actions or proceedings brought against the unit member by the County Office.
- 7.2 The contents of all Personnel Files shall be kept in the strictest confidence.
- 7.3 Such material is not to include ratings, reports, or records which were (a) obtained prior to the employment of the person, (b) prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- 7.4 The 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 County Office.
- 7.5 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of material in such unit member's Personnel File.
- 7.6 Any letter of recommendation or other materials written for a unit member that the unit member wishes to include in her/his Personnel File shall be placed in the following manner:
- 7.6.1 Copies of such materials shall be sent to the unit members who shall initial it if he/she wishes to have it included in his/her Personnel File.
  - 7.6.2 The unit member shall send a copy to the Department Director, who shall initial it and send it to the Human Resource Department within 10 working days.
  - 7.6.3 The Human Resources Director shall notify the unit member in writing within five (5) working days that the material has been placed in his/her Personnel File.
  - 7.6.4 The total number of such letters or materials entered into the Personnel File at the unit member's request shall not exceed one (1) each year.
- 7.7 The original copy of a unit member's Stull Bill Evaluation shall be placed in the unit member's Personnel File upon completion of the evaluation process. The Human Resources Director shall notify the unit member in writing that the evaluation documents have been placed in his/her Personnel File by May 15.
- 7.8 Conditions relating to placement of documents which are derogatory in nature, and which may effect the unit member's employment, as provided in Education Code Section 44031:
- 7.8.1 Information of a derogatory nature shall not be entered or filed in a unit member's Personnel File, until the unit member is given notice and an opportunity to review and comment on the document.

- 7.8.2 The unit member's written comments shall be included in the file and attached upon request.
  - 7.8.3 The unit member shall be given an opportunity during reasonable business hours and without loss of salary to review such documents and to prepare a written response to such material.
- 7.9 Derogatory documentation must be placed in the unit member's Personnel File within one (1) month of the date it is written. It must be signed and dated by the originator or the person directing it into the file.

## ARTICLE VIII

### **PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 8.1 Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the County Office an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the County Office shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 8.2 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee set by the association and payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 1 of this Article, the Association shall so inform the County Office, and the County Office shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 8.3 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
- 8.3.1 American Cancer Society
  - 8.3.2 Home Hospice (Sonoma County)
  - 8.3.3 American Heart Association
  - 8.3.4 A public school program of the Employee's choice

Such payment shall be made on or before (same date as cash dues/fees) of each school year.

- 8.4 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organization, pursuant to paragraph 3 above, shall be made on an annual basis to the Association and County Office as a condition of continued exemption from the provisions of paragraphs 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.

- 8.5 Any unit member making payments as set forth in paragraphs 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 8.6 With respect to all sums deducted by the County Office pursuant to paragraphs 1 and 2 above, whether for membership dues or agency fee, the County Office agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 8.7 The Association agrees to furnish any information needed by the County Office to fulfill the provisions of paragraph 1 of this Article.
- 8.8 The Association shall indemnify and hold the County Office harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County Office prior to making any such decision or determination.

- 8.9 Upon appropriate written authorization from the unit member, the County Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the County Office.
- 8.10 This article does not apply to extended school year, summer school. or supplemental days.

## **ARTICLE IX**

### **MAINTENANCE OF BENEFITS**

- 9.1 The County Office shall not unilaterally reduce or eliminate any benefits that are within the scope of representation and specifically referred to in this Agreement including salary practices and policies which are provided for unit members as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement.

## ARTICLE X

### GRIEVANCES

#### 10.1 DEFINITIONS

- 10.1.1 A “grievance” is a claim by one or more unit members and/or ASCOE that there has been a violation, misinterpretation, or misapplication of this Agreement.
- 10.1.2 A “grievant” may be any one (1) or more unit members of the County Office covered by the terms of this Agreement, or the Association.
- 10.1.3 A “day” is any duty day in which the grievant is required by contract to render service.
- 10.1.4 The “immediate supervisor” is the lowest level administrator having immediate jurisdiction over the unit member(s) involved in the grievance, who has been designated to administer grievances and has authority to reach a resolution.

#### 10.2 PURPOSE

- 10.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of bargaining unit members. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 10.2.2 Nothing contained herein will be construed as limiting the right of any bargaining unit member having a grievance problem to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement and provided that the County office shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. (See Government Code Section 3543.)

#### 10.3 TIME LIMITS

- 10.3.1 If the grievant does not act within any of the following time frames in each level, his/her/ASCOE's right to do so is waived and the grievance is settled. The timelines may however be extended by written mutual agreement.
- 10.3.2 If the County Office fails to respond within any of the following time frames in each level, the grievant may appeal the grievance to the next level.
- 10.3.3 The grievance process must be initiated within twenty (20) days after grievant knows or reasonably could have known of the alleged occurrence or failure to take action which led to the grievance, or the grievant waives any right to grieve that occurrence or failure to act.

- 10.3.4 All time limits may be shortened upon the mutual agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day.
- 10.3.5 Should a grievance be filed near the end of the school year, timelines will continue unless the grievant has a prior commitment which reasonably precludes the grievant from processing the grievance at that time (summer). The parties shall then agree to new timelines. In establishing the new timelines the parties will consider the nature of the grievance and the effect of delay on the resolution.

#### 10.4 **GENERAL PROVISIONS**

- 10.4.1 All documents or decisions required to be presented by the parties shall be served personally or sent by certified mail, return receipt requested, to the last known address of record.
- 10.4.2 Grievants may be represented or accompanied at all stages of this procedure by a person of the grievant's choosing. If the grievant is not represented by ASCOE, the grievance may not be processed beyond Level II and the County Office shall notify the Association, provide a copy of the grievance and proposed resolution (which shall be consistent with the terms of the Agreement) to the Association, and provide an opportunity for the Association to respond before the resolution becomes final.
- 10.4.3 All required meetings or proceedings will be held at convenient times, with preference given to times other than those when classes are in session. If a grievance meeting or proceeding takes place while classes are in session, any unit member who is a participant shall be granted release time.
- 10.4.4 Records regarding the processing and investigation of a grievance shall be placed in a separate grievance file, not the personnel file(s), of the unit members involved.
- 10.4.5 If a grievance arises from action or inaction on the part of the County Office at a level above level I, the grievant shall commence the grievance at level II.
- 10.4.6 If a grievance is of such clear and present nature as to require immediate action, the Association may appeal to the Superintendent or designee, and he/she may agree to waive level I.
- 10.4.7 No reprisals of any kind will be taken against any grievant, or any other participant in the grievance procedure, by reason of such participation.
- 10.4.8 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

## 10.5 **PROCEDURE**

### 10.5.1 **LEVEL I** –

Within twenty (20) days of the time the grievant knew or could reasonably have known of the occurrence or omission giving rise to the grievance, the grievant must present the grievance in writing to the immediate supervisor (forms in Appendix A).

10.5.1.1 This statement shall be a clear, concise statement of the grievance, stating: the specific section(s) of this Agreement alleged to have been violated, misinterpreted or misapplied; and the circumstances involved, address for service of papers or mail; and the remedy sought.

10.5.1.2 The immediate supervisor and Director shall make a joint decision in writing within ten (10) days after receiving the grievance, and communicate the decision, together with reasons, to the grievant.

10.5.1.3 Within the above time limits the grievant and immediate supervisor, shall at the request of either party, have a personal conference.

### 10.5.2 **LEVEL II** –

If the grievant is not satisfied with the decision at Level I, or no decision is rendered within the required time period, within ten (10) days an appeal may be made to the Superintendent or his designee.

10.5.2.1 The appeal shall include a copy of the original grievance, all decisions rendered, a concise statement of the reasons for the appeal and the remedy sought.

10.5.2.2 The Superintendent or his designee shall make a decision in writing within ten (10) days and communicate the decision, with reasons, to the grievant.

10.5.2.3 Within the above time limits, the grievant and the Superintendent or the Superintendent's designee shall, at the request of either party, have a personal conference.

### 10.5.3 **LEVEL III** –

If the grievant is not satisfied with the decision at Level II, or no decision is rendered within the required time periods, a request may be made, in writing, within ten (10) days to the Association to appeal the grievance to arbitration.

10.5.3.1 If the Association proceeds to arbitration, it shall notify the Superintendent in writing. Within ten (10) days of such notification, representatives of the Superintendent and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall request a list from the California State Mediation and Conciliation Service.

- 10.5.3.2 The arbitrator's decision will be in writing and set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator will have no power or authority to add to, subtract from, or modify the terms of this Agreement or make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision will be submitted to the Association and the Superintendent and will be final and binding upon the parties. The decision shall be rendered thirty (30) days after closing of the hearing. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator as a threshold issue.
- 10.5.3.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the County Office and the Association. All other costs, except for release time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

## ARTICLE XI

### ASSOCIATION RIGHTS

- 11.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours. Such equipment shall include typewriters, duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use.
- 11.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building/department in areas frequented by unit members. The Association may use unit member mailboxes for distribution of Association material, but may not use the County Office internal mail distribution system.
- 11.3 Authorized representatives of the Association shall be permitted to transact official Association business on school or similar property at all reasonable times.
- 11.4 Names and home addresses of all unit members shall be provided without cost to the Association no later than September 30 of each school year unless otherwise specifically provided by the unit member.
- 11.5 A complete seniority listing of all unit members in the bargaining unit, with effective dates of employment, shall be furnished to the Association once a year, on or about January 15.
- 11.6 Upon request by the Association, the County Office shall provide copies of information required by EERA and/or subject to public access or direct the Association as to where the information may be obtained. Wherever possible, the documents shall be sent to the Association within ten (10) working days. When this is not possible, the County Office will acknowledge the request, seek clarifications necessary, explain the delay, and provide a timeline for delivery of the information.
- 11.7 Association Leave. Upon request of the Association President or other officers or representatives, the County Office agrees to authorize officers/representatives of the ASCOE Chapter paid release time to attend to union business. The Association will provide the County Office with a list of Association officers/representatives and changes of those positions as they occur. Total paid release time will not exceed 10 days. In order to use such release time, the Association President or other officers or representatives must secure approval in advance from their Supervisor, but such approval shall not be unreasonably denied.

## ARTICLE XII

### **PUBLIC CHARGES**

- 12.1 A public charge for the purpose of this article shall be defined as a charge or complaint by a parent or guardian of a student, or by any member of the general public who has a legitimate interest in the programs and services of the County Office. Complaints by other bargaining unit members, employees, or employees of contracting agencies shall not be considered a public charge. SCOE public complaint policy 1312.00 will be reviewed by the administrator receiving the complaint to determine which complaint process to use.
- 12.2 Any anonymous or unsubstantiated public complaint shall not be used in a unit member's evaluation or included in a unit member's personnel file. If the administrator receiving the public complaint decides that it is not serious enough to warrant further attention, it shall not be reported to the unit member.
- 12.2.1 If the complaint is determined to be frivolous or not warrant further attention, the County Office shall not discipline or refuse to reemploy such unit member on the basis of such allegation or complaint, nor shall the complaint form the basis for a negative evaluation or be placed in the unit member's personnel file.
- 12.3 Complaints or charges of any event that happened twenty (20) or more working days prior to the date of the charge shall not be pursued. Exceptions may be made when good cause exists for delay in reporting or for further investigation.
- 12.4 If the administrator believes that the complaint does warrant further attention and investigation, the unit member shall be informed within five (5) working days of the receipt of the complaint and the administrator shall investigate the complainant's concerns and the unit member's position.
- 12.4.1 The unit member may request the administrator schedule a meeting of the member, the complainant and the administrator. However, if the complaint involves a charge under Section 44939 or 44949 of the Education Code, any hearing/investigation shall be held as prescribed by those applicable sections of the Education Code.
- 12.4.2 During such a meeting, the unit member shall have the right to have an Association representative present.
- 12.4.3 After the meeting, if the administrator determines that further investigation is warranted, the complaint shall be reduced to writing and signed by the complainant. A copy of the charges shall be provided to the unit member within five (5) working days of the meeting.
- 12.4.4 If the unit member has not requested a meeting with the complainant, but the administrator decides to continue to investigate the complaint, all charges will be put in writing and signed by the complainant. All charges will be given to the unit member within five (5) working days of when the unit member is verbally informed of the complaint.

- 12.5 The unit member shall have the right to respond in writing to any written statement regarding the complaint and such response shall be attached to the complaint.
- 12.6 No reference shall be made to the complaint in the unit member's evaluation, if, after investigating the complaint, no written documentation is placed in the unit member's personnel file.
- 12.7 If, after investigating the complaint, the administration determines that it is appropriate to document the incident and to have the documentation placed in the unit member's personnel file, the provision of Article VII shall be followed.
- 12.8 Contents of an evaluation/public charge report which are derived from an allegedly improper procedure may be challenged/appealed through the grievance procedure of the contract. Those portions of the charge which are successfully challenged through the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 12.9 This Article shall not prohibit the investigation and reporting of criminal allegations.

## ARTICLE XIII

### **TEACHING HOURS**

- 13.1 The workday for unit members shall be seven and one half (7 1/2) hours, which includes at least a 30 minute duty free lunch. Adequate assistance must be provided to ensure that unit members will have a thirty (30) minute duty free lunch. The workday shall begin thirty (30) minutes before the student's instructional day. The work day shall end after seven and one half (7 1/2) hours. Unit members shall not be required to have more than six (6) hours per day of student contact time. A unit member who is required to be with students during what would otherwise be his/her duty-free lunch may leave one-half (1/2) hour early.
- 13.2 No unit member shall be required to report for duty more than thirty (30) minutes before the beginning of the students instructional day, or remain on duty after seven and one half (7 1/2) hours.
- 13.3 The Maximum work year and the basis for the annual salary on the salary schedule shall be 180 days for 2010-2011 and 2011-2012. The two non-instructional days shall include Court and Community schools and Special Education unit members.
- 13.3.2 The work year for Court and Community School Unit Members shall be scheduled between August 1 and June 30 of each school year and follow the Court and Community school calendars.
- 13.3.3 Each Court and Community school unit member may be authorized to work thirty (30) supplemental days outside of the days designated in 13.3 and 13.4. Supplemental days must be worked outside of the unit member's regular contract year.
- 13.3.4 Court school teachers interested in working supplemental days during the next school year shall indicate in writing to the Director by April 20<sup>th</sup>. The Director shall notify the teacher in writing of calendar approval by April 30<sup>th</sup>, at which time Community school teachers shall be notified of supplemental days available. Community school teachers interested in working supplemental days shall submit their request by May 18<sup>th</sup>. The director shall notify Community school teachers in writing of calendar approval by June 1.
- 13.3.5 Individual contracts with current unit members shall be agreed upon and entered into no later than April 15<sup>th</sup> for the following school year. For newly hired unit members, the contract shall be entered into at the time of the offer of employment. If no agreement is reached, the default contract shall be for one hundred eighty days for 2010-2011 and 2011-2012.
- 13.3.6 The Director shall assign the additional days on the basis of need of program, familiarity of unit ember with particular site, and preference of each unit member.
- 13.3.7 Any subsequent change in that calendar must be approved in advance by the Director.

13.4 Effective with the 2012-2013 school year, the instructional work year shall be 180 days minus the average number of instructional days below 180, of the five largest (5) largest districts in Sonoma County. There shall be two (2) non-instructional staff development days prior to the first regular day of student instruction.

13.4.1 The five (5) largest districts are:

Cotati-Rohnert Park  
Petaluma  
Santa Rosa  
Sonoma Valley  
Windsor

13.5 Special Education/Designated Instructional Services (DIS)

13.5.1 Special Education/DIS calendars will include two (2) non-student days prior to the first day of the student instruction.

13.5.2 County Office will make every effort to ensure that unit members are on the special education adopted calendar.

13.5.2.1 Changes to individual unit members' calendar can occur as a result of a local district's variation from the special education adopted calendar. Those variations are: District start dates and end dates and/or District holidays, breaks and non-student days.

13.5.2.2 If it is viewed as a safety issue, teachers will not be scheduled to work at an isolated site.

13.5.2.3 County Office will notify unit members of changes prior to their occurrence and unit members will have the opportunity to discuss the change with their supervisor.

13.6 The accountable workday for DIS personnel is seven and one half (7 ½) hours per day. Each DIS employee and his or her immediate supervisor shall mutually agree on an approved work schedule. The schedule shall provide the locations and times that an employee will be working and what services they will render at that location. Work schedules will be amended as changes occur. Employees will be available for contact by their supervisors during the workday.

13.6.1 Changes in itinerant schedules, which are either long term or affect the beginning or end of the workday, need to be communicated and approved in advance to the supervisor.

13.7 Each unit member shall have the option of taking three (3) paid days off from student contact time for professional visitation/conferences with the approval of the unit member's Supervisor and the Department Director. Denial of such request shall be in writing and delivered to the unit member within five (5) working days.

- 13.8 Unit meetings and Interagency meetings shall be scheduled within the seven and one-half (7 ½) hour workday. No unit member will be asked to attend such meetings for more than five (5) hours per month past the seven and one-half (7 ½) contract hours. Other meetings including, but not limited to, Back-to-School Night, IEP and ITP meetings may be scheduled outside of the seven and one-half (7 ½) hours. Attempts will be made to keep the length of meetings to 60 minutes.
- 13.9 The calendars agreed to by the parties for each school year will be attached as Appendix M. The parties agree to meet and negotiate the calendars annually. These calendars include: Special Education, 6-22, DIS, Pre-School, Court School, and Community Schools. Unit members who are eligible for State reimbursement may attend SB 1193 staff development days, provided that funding for the program is available. For The 2010-2011 school year Staff Development Days, if offered, shall be paid at the rate of \$250 per day. If statutory funding returns, the pay for Staff Development Days shall return to each teacher's per diem rate.
- 13.10 Non-student and minimum days shall be as follows:
- 13.10.1 Unit members assigned to Court and Community Schools', Special Education 6-22, grades K-8, and Transition will have one (1) minimum day per week not to exceed thirty-six (36) per school year. The day of the week to be used as a minimum day will be determined in consultation with ASCOE. Unit members assigned to High School Special Education will have eight (8) release days per year that will coincide with the above scheduled minimum days.
- 13.10.1.1 A Transition Teacher may use the high school release day option instead of taking minimum days if mutually agreed to by his/her supervisor.
- 13.10.2 On at least two (2) of the minimum days per month the time from early student dismissal until the end of contract hours will be for teacher planning and preparation time. Only upon mutual agreement by the member and their immediate supervisor can an exception be made to use this time for anything other than teacher planning and preparation time. The other two (2) minimum days will be directed by SCOE. Scheduling which of the minimum days will be directed by SCOE and which will be teacher planning and preparation time will be determined in consultation with teachers. High School teachers will participate in SCOE directed minimum day activities on their eight (8) release days.
- 13.10.3 DIS, VI and DHH Itinerant, and APE unit members will attempt to follow the calendar of the program to which they are assigned. Each DIS employee and his or her immediate supervisor shall mutually agree on a work schedule.

## ARTICLE XIV

### **LEAVES**

#### **14.1 GENERAL PROVISIONS**

- 14.1.1 All Education Code Sections on leaves shall be incorporated into and remain an integral part of this Agreement for its duration.
- 14.1.2 In addition to the specific types of leave set forth in this Article, the County Office may grant any other paid leave, unpaid leave, or unpaid leave with benefits which it deems appropriate.
- 14.1.3 Upon beginning granted leave of absence, the unit member shall receive written notification stating the dates of the period of leave and procedural guidelines for return from leave and/or extension of leave.
- 14.1.4 Denial of a leave shall be accompanied with a written rationale within ten (10) working days of the receipt of the request and such rationale shall not in any way be punitive.
- 14.1.5 In the absence of an approved leave, all unit members are required to report to their assignments on a timely basis. Failure to return to work upon the expiration of an approved leave constitutes a serious violation of County Office rules and may be grounds for disciplinary action.
- 14.1.6 Unless provided otherwise by specific agreement between the parties, a year during which an unpaid leave is taken may not count toward tenure or for experience (depending on the number of days taught - see Education Code Section 44908).

#### **14.2 PAID LEAVES**

##### **14.2.1 Personal Necessity**

- 14.2.1.1 A unit member may use up to ten (10) days per year of accrued sick leave for absences necessitated by personal necessity. Unit members may use up to five (5) days per year of the unit member's ten (10) days of personal necessity leave for absences necessitated by personal necessity, at the unit member's discretion. Unit members need not give an explanation for use of these five (5) personal necessity days.
- 14.2.1.2 Personal Necessity is defined as any situation which requires the unit member to be absent from work during regular work hours and which cannot be accomplished during the unit member's non-work hours. For example, personal necessity shall not be used for recreation, other employment, work stoppage, or strike. Personal necessity may be used for adoption or paternity leave or for religious observances.
- 14.2.1.3 If possible, unit member shall provide 24 hours notice of need for such leave.

14.2.1.4 No notice nor advance approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:

14.2.1.4.1 Death or serious illness of a member of his/her immediate family or friend.

14.2.1.4.2 Accident involving his/her person or property or property of a member of his/her immediate family or friend.

#### 14.2.2 Sick Leave

14.2.2.1 At the beginning of each school year, each full-time unit member shall be credited with ten (10) days of paid sick leave allowance to be used for absences caused by illness or physical disability which occur during the regular or extended/summer school year.

Unit members who do not work the entire school year or work part-time shall be credited with a pro rata share of sick leave days based upon one (1) day per month for full-time unit members.

14.2.2.2 Sick leave days may be used for pregnancy, childbirth, or any condition thereof, which results in disability.

14.2.2.3 The unit member shall inform the Human Resources Office and his/her supervisor of the impending absence as soon as it is practicable.

14.2.2.4 Information regarding accumulated sick leave shall be indicated on unit member's check stub.

#### 14.2.3 Establishment of Catastrophic Leave Program

14.2.3.1 The catastrophic leave program permits unit members to donate sick leave days to another unit member when that unit member or a member of his/her immediate family suffers from a verifiable catastrophic illness or injury if prescribed conditions are met.

14.2.3.2 Every unit member with sufficient accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take place yearly from August 1 to October 15.

- 14.2.3.3 Newly hired unit members with sufficient accumulated leave shall have the opportunity to enroll within two weeks of their hire date. Newly hired unit members who do not have sufficient accrued sick leave may reduce their accumulated sick leave to not less than nine (9) days during their first two (2) years of employment so that they can join the program. SCOE will include notification of the open enrollment period in the “new hire packet.”
- 14.2.3.4 New Program Members shall initially deposit two leave days, and will be considered to be active and continuing participants in the program. Thereafter, a contribution of one (1) day shall be required of Members whenever, at the end of the school year, the bank contains less than sixty (60) leave days. A unit member who has less than twenty (20) days of sick leave shall be exempt from the required donation.
- 14.2.3.5 Definitions
- 14.2.3.5.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member's family.
- 14.2.3.5.2 The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because he/she has exhausted all of his/her fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave. Accordingly, leave shall be used in the following order: (a) accrued fully-paid sick leave, (b) catastrophic leave, and (c) extended/differential sick leave, if available.
- 14.2.3.5.3 Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.
- 14.2.3.6 Procedure
- 14.2.3.6.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests that sick leave be transferred from the leave bank and provides a physician's verification of catastrophic injury or illness and files a Catastrophic Leave Form (Appendix B).
- 14.2.3.6.2 The Superintendent or designee and the Association representative shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or his/her family member's catastrophic illness or injury and that the employee has exhausted all accumulated sick leave.

- 14.2.3.6.2.1 The Superintendent or designee and Association representative shall inform unit member of days dispensed from the leave bank made in response to the member's approved request.
- 14.2.3.6.2.2 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 60 (sixty) days per academic year.
- 14.2.3.6.2.3 Any catastrophic leave days that were approved but were not used shall be returned to the leave bank that will be monitored by the Human Resources Department and an Association designee.
- 14.2.3.6.2.4 In order to ensure the viability of the program, if at any time, the total number of days in the bank drops below 30 (thirty) days, SCOE will notify ASCOE. A request for donations will go out to unit members from ASCOE to rebuild the bank to a minimum level of sixty (60) days.
- 14.2.3.6.2.5 In the event of catastrophic leave is needed for a unit member who does not qualify because he/she does not have sufficient days to donate to the program, but who otherwise meet the criteria, a special call by ASCOE for contributions may go out to members to help fulfill the specific need.
- 14.2.3.6.2.6 The Association shall notify the Superintendent of the names of its representative on or before July 1 of each year.

14.2.4 Extended Sick Leave

- 14.2.4.1 Pursuant to Education Code Section 44977, when a unit member is absent from 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, the unit member shall be entitled to his/her salary minus an amount not to exceed the sum paid to a substitute had one been employed.

14.2.5 Disability During Maternity Leave

- 14.2.5.1 When such a maternity leave has been granted and, immediately or subsequently, the unit member becomes disabled because of the pregnancy, the unit member shall be transferred to disability or sick leave status for the duration of the disability.

14.2.5.2 The disability must be verified by a written statement from the attending physician and the County Office may require that this statement be updated from time to time during the period of disability.

14.2.5.3 If the unit member wishes to extend her leave, she may do so under the appropriate subsection of this Article.

#### 14.2.6 Bereavement Leave

14.2.6.1 Unit members are entitled to a paid leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required on account of the death of any member of his/her immediate family. A unit member may receive time up to one (1) day with full pay to attend the funeral of a close, personal friend.

#### 14.2.7 Sabbatical Leave

14.2.7.1 The County Office may grant a unit member a sabbatical leave pursuant to the provisions of Education Code Sections 44966, 44967, and 44968. In order to be eligible for such leave, the unit member must have served in the County Office at least seven (7) consecutive years. The granting of such leave is discretionary with the County Office and is subject to the rules and regulations of the State Board of Education and the provisions of the Education Code.

#### 14.2.8 Commission on Professional Competence

14.2.8.1 The County Office shall release unit members who are chosen to serve on the Commission on Professional Competence in accordance with Education Code Section 44944. Such service shall be considered a professional responsibility and the rights and duties of the unit member rendering such service shall be those contained in Education Code Sections 44944 and 45047.

### 14.3 **UNPAID LEAVE**

#### 14.3.1 Education Leave

14.3.1.1 The County Office may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement.

14.3.1.2 A unit member may apply, in writing, to the County Office for such leave no later than eight (8) weeks before its anticipated commencement.

14.3.1.3 A unit member on Educational Leave shall be entitled to all benefits.

14.3.1.4 Denial of the application by the County Office shall be in writing within ten (10) days of the action.

#### 14.3.2 Maternity, Paternity, Adoption Leave

14.3.2.1 The County Office may grant, upon written request received at least six (6) weeks prior to the anticipated leave, an unpaid maternity, paternity, or adoption leave of absence.

- 14.3.2.2 A non-paid maternity, paternity, or adoption leave will normally be arranged so that its termination date coincides with a natural break in the school program (i.e., semester, quarter).
- 14.3.2.3 Nothing in this section shall be construed so as to deprive any unit member of additional sick leave rights under other sections of this Agreement or the Policies and Regulations of the County Office.

14.3.3 Long-Term Parental Leave

- 14.3.3.1 The County Office may grant a unit member, upon application, a parental leave of absence. No unit member will be required to take an unpaid leave at any time in connection with childbirth or adoption.
- 14.3.3.2 A unit member may apply for an unpaid leave at any time after he/she becomes a parent through childbirth, adoption, or legal guardianship. Such leave shall be extended by mutual agreement for up to one (1) successive school year.

14.3.4 Family Care Leave

- 14.3.4.1 Any bargaining unit member shall be granted, upon application, unpaid Family Care Leave.
- 14.3.4.2 Family Care Leave may be used for the following reasons:
  - 14.3.4.2.1 The birth of the unit member's child.
  - 14.3.4.2.2 The placement of a child with the unit member in connection with the unit member's adoption of the child.
  - 14.3.4.2.3 The serious illness of the unit member's child.
  - 14.3.4.2.4 The serious health condition of the unit member's parent, spouse, or eligible domestic partner. "Serious health condition" means an illness, injury, impairment or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either:
    - 14.3.4.2.1.4.1 Patient care in a hospital, hospice, or residential health care facility; or
    - 14.3.4.2.1.4.2 Continuing treatment or continuing supervision by a health care provider.
- 14.3.4.3 For purposes of this leave, "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child. For purposes of this leave, "parent" means a biological, foster or adoptive parent, a step-parent, or a legal guardian.

- 14.3.4.4 Family care leave may be taken in one or more periods but shall not exceed a total of four (4) months within a twenty-four (24) month period unless a longer leave is agreed upon by the County Office and unit member.
- 14.3.4.5 During the period of Family Care Leave, the County Office shall allow the unit member to elect to use his/her accrued sick leave. Unit members may use other paid or unpaid leaves provided in this Article. (See Government Code 12945.2)
- 14.3.4.6 The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.
- 14.3.4.7 The unit member shall retain his/her employee status with the County Office during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from Family Care Leave.
- 14.3.4.8 If a unit member's need for family care leave is foreseeable, he/she shall give the County Office reasonable advance notice. If the leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of school or County Office operations. This scheduling shall be subject to the health care provider's approval.
- 14.3.4.9 A unit member's request for leave to care for an immediate family member who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:
  - 14.3.4.9.1 The date on which the serious health condition began.
  - 14.3.4.9.2 The probable duration of the condition.
  - 14.3.4.9.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the person requiring care.
  - 14.3.4.9.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the person requiring care.

If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified above.

- 14.3.4.10 The County Office may refuse to grant a request for family care leave if this refusal is necessary to prevent undue hardship to school or district operations. In the event the County Office refuses to grant Family Care Leave, it shall not do so except for cause and shall provide the applicant with a written statement of the hardship which the County Office would suffer. Such statement shall be provided within five (5) calendar days of the unit member's application for Family Care Leave.
- 14.3.4.11 The County Office shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to Family Care Leave or because he/she gives information or testimony related to his/her or another person's Family Care Leave in an inquiry related to family leave rights.
- 14.3.4.12 The County Office shall not be required to grant a unit member and other parent of the child family care leave totaling more than the amount specified in 3.4.4, nor to grant a unit member family care leave for any period of time in which the child's other parent is also taking family care leave from employment or is unemployed.
- 14.3.5 Long-Term Personal or Professional Leave
  - 14.3.5.1 The County Office may grant, upon a written request received eight (8) weeks prior to anticipation of the leave, an unpaid leave of absence for one (1) semester or one (1) year for the unit member.
  - 14.3.5.2 Long-Term personal or professional leave may be extended for a second or subsequent year(s) by mutual agreement between the unit member and the County Office .
- 14.3.6 Upon approval of a shared contract, the County Office shall grant the unpaid leave as set forth in the approved shared contract.
- 14.3.7 Return From Leaves
  - 14.3.7.1 Unit members on an approved leave who wish to return earlier than previously authorized must notify the County Office as soon as the earlier date is known to the unit member. An early return is dependent on the express approval of the County Office. Under unusual circumstances, as presented by the unit member, the County Office shall make all reasonable efforts to accommodate the early return of the unit member.
  - 14.3.7.2 Unit members returning from paid/unpaid leave shall return to the previous assignment and step and column placement on the Salary Schedule unless transferred or reassigned in accordance with the contract.
  - 14.3.7.3 If the unit member wishes to extend their leave or to resign, the unit member must notify the County Office, in writing, at least two weeks in advance and obtain written approval.

## ARTICLE XV

### **SAFETY**

- 15.1 The County Office shall establish and maintain a Safety Committee. The Committee shall be made up of representatives from the various departments, employee groups and management.
  - 15.1.1 ASCOE has the right to appoint three (3) representatives to participate on the Committee.
  - 15.1.2 The purpose of the Safety Committee will be to promote safer working conditions for all County Office employees and to promote a better awareness of safety among County Office employees.
  - 15.1.3 In accordance with the procedures developed by the Safety Committee, unit members are to report working conditions which they consider to be hazardous.
  - 15.1.4 Timelines will be adhered to unless the parties mutually agree to change them.
  
- 15.2 Unit members are required to report any unsafe or unhealthful working conditions or equipment of which he/she is aware by completing "Hazardous Report Form" (Appendix C) and submitting to the unit member's immediate supervisor or the Business Services Office who will investigate such conditions. The supervisor or Business Services will provide a written response on the Hazard Report Form within five (5) working days.
  - 15.2.1 Should the administrative solution be considered unsatisfactory to the unit member, the unit member may report the problem in writing to the County Safety Committee with copies forwarded to the County Superintendent and Department Director. The administrative solution shall be implemented within fifteen (15) working days.
  - 15.2.2 The practices and policies of the County Office and the Safety Committee shall not conflict with OSHA and local regulations on safety.
  - 15.2.3 No reprisals shall be taken against the unit member who completes the Hazardous Report Form or follows the procedures outlined in 15.2.1 and 15.2.2.
  - 15.2.4 A unit member may refuse directions that she/he feels could endanger anyone's life, safety and/or welfare.
  
- 15.3 The County Office shall take reasonable efforts to provide:
  - 15.3.1 Adequate lighting, heating, and ventilation at all sites utilized for instruction.
  - 15.3.2 Safe and clean classrooms.
  - 15.3.3 Sufficient supplies and equipment prior to the commencement of school such as desks, chairs, shelving/storage and basic instructional equipment.
  - 15.3.4 When delays in the provision of the above are anticipated, time lines will be provided and interim measures as necessary will be discussed. Either party may confirm these details in writing.

15.4 All unit members will be provided with:

15.4.1 Access to a secure area in which to store IEP or other confidential information regarding their students.

15.4.2 A key to his/her classroom and access or key to the staff lounge.

15.4.3 Access to a phone which is available during duty hours for professional duties.

15.5 Student Behavior

15.5.1 Unit members assigned to sites with special behavior management plans shall be given copies of those step, level, and Hughs Bill plans no later than their first day of class.

15.5.2 Unit members shall immediately report to their principals or other immediate supervisor cases of assault suffered by them in connection with their employment. The County Office shall comply with the procedures outlined in the Education Code Section 44014.

15.5.3 Unit members assaulted or otherwise injured by a student or students shall be relieved from classroom duties for the time required to file law enforcement reports, to testify and other necessary actions. In addition, the unit member will receive any medically required days off. A Workers' Compensation claim may be filed at this time.

15.6 Repair or Replacement of Employee Property

15.6.1 In accordance with County Office Policy Section 106: Pursuant to the authority of Section 35176 of the Education Code of California, any unit member of the County Office may have reimbursement for the costs of replacing or repairing property of such unit member, necessarily worn, used or carried by the unit member, when any such property is damaged or stolen (if such property was registered with SCOE as being used in the unit member's work) in the line of duty without fault of the unit member. If the property is damaged beyond repair, the actual value of such property shall be determined as of the time of the damage thereto. The unit member shall file a police report, or if no criminal conduct is involved, a safety hazard report, and shall establish to the satisfaction of the Superintendent's designated representative, the actual cost of replacing or repairing such property or the unit member's insurance deductible up to \$300. Items worn on the person such as glasses, hearing aids, prostheses and wristwatches, and jewelry valued at less than \$100 do not need to be registered in advance.

In addition, damage to a unit members vehicle while parked at an isolated classroom location shall be covered. An "isolated classroom location" is a classroom located on a site other than a regular elementary, middle, junior high, or high school campus. The unit member shall file a police report, or if no criminal conduct was involved, a safety hazard report, and shall establish to the satisfaction of the Superintendent's designated representative, the actual cost of replacing or repairing such property or the unit member's insurance deductible up to \$300.

15.7 The County Office shall provide training and inservice on instructional and physical techniques used in the unit member's employment.

- 15.8 By August 15, the County Office will develop an Emergency Preparedness Plan to interface with local school district plans. In instances where there is no appropriate existing plan, the County Office will develop such a plan. The Emergency Plan shall be provided to each unit member and be reviewed by the County Office annually.
- 15.9 Specialized Health Care
- 15.9.1 Unit members shall not be responsible for performing such special procedures until properly trained and certified by the County Office or other appropriate agency.
- 15.9.2 Unit members are to be trained on special procedures to perform on students prior to enrollment in class.
- 15.9.3 The County Office is to defend and indemnify all unit members in accordance with Government Code Sections 825 and 995. Those provisions require all public agencies in California to provide for the defense and indemnification of all public employees who are sued over acts or omissions that occur within the course and scope of employment.

## ARTICLE XVI

### ASSIGNMENTS /REASSIGNMENTS /RELOCATIONS

#### 16.1 DEFINITIONS

- 16.1.1 An assignment is a classroom or the caseload distribution for the unit member. An assignment can be voluntary or involuntary.
- 16.1.2 A reassignment is a voluntary or involuntary change of a unit member from classroom to classroom, from classroom to itinerant unit member, or from itinerant unit member to classroom unit member created by a resignation, a one year leave, or a newly created or vacated position.
- 16.1.3 A relocation constitutes a move of a classroom unit member from one site to another site with no change in class assignment of students.
- 16.1.4 A vacancy is any vacated or newly created position within the unit.

#### 16.2 VACANCY NOTIFICATION

- 16.2.1 Vacancies may be advertised concurrently within the bargaining unit and outside the bargaining unit.

#### 16.3 INTERNAL JOB LINE

- 16.3.1 An internal job line will be available through the Human Resource Department. The internal job line will contain a recorded message listing all certificated vacancies available. Vacancies will be put on the internal job line no later than five (5) days after the office is aware of such vacancies. The message will contain the following information:
  - 16.3.1.1 A closing date which is at least ten (10) days following the posting date.
  - 16.3.1.2 The name of the unit principal where the vacancy is located, age level of the class, site, type of class, name and telephone number of the person to contact for further information.
  - 16.3.1.3 Qualifications and credentials necessary to meet the requirements of the position.
  - 16.3.1.4 Whether the position is temporary or permanent.

#### 16.4 WRITTEN NOTICE

- 16.4.1 No later than five (5) days after the Superintendent or designee has approved the filling of a vacancy, the Human Resource Department shall send to the Association President a notice of the vacancy. The notice will contain the following information:
  - 16.4.1.1 A closing date which is at least ten (10) days following the posting date.

- 16.4.1.2 The name of the unit principal where the vacancy is located, age level of the class, site, type of class, name and telephone number of the person to contact for further information.
- 16.4.1.3 Qualifications and credentials necessary to meet the requirements of the position.
- 16.4.1.4 Whether the position is temporary or permanent.

## 16.5 ASSIGNMENTS

- 16.5.1 All unit members employed by the County Office shall have their initial assignment determined in accordance with law and this agreement.
- 16.5.2 Assignments shall not be punitive, disciplinary, or discriminatory in nature.
- 16.5.3 Assignments shall be determined between May 15 and August 1 in accordance with the following process:
  - 16.5.3.1 No later than April 1, the County Office shall send to each unit member an Assignment Request Form for the following school year. The form will be negotiated by both parties.
  - 16.5.3.2 No later than April 1, each unit member shall file with the Human Resource Department a completed Assignment Request Form for the following year. Assignment Request Forms may be revised by unit members at any time, provided that they date the changes.
  - 16.5.3.3 Unit members shall be apprised of all vacancies throughout the year via the internal job line in order to facilitate assignment requests.
  - 16.5.3.4 No later than June 15, the County Office shall send to each unit member his/her preliminary assignments, including preliminary classroom site or caseload distribution. The County Office shall also send to the ASCOE President a complete list of the preliminary assignments, sites, and caseloads.
  - 16.5.3.5 No later than August 1, the County Office shall provide the ASCOE President a complete list of all unit members' final assignment, including site, enrollment or caseload distribution, and principal's name.
  - 16.5.3.6 No later than August 1, the County Office shall send to each unit member their final assignment, including site, enrollment or caseload distribution, and principal's name.
  - 16.5.3.7 The County Office will post the complete list of assignments and caseload distribution at the County Office, and at all unit offices.
  - 16.5.3.8 In making assignments of itinerant unit members, the County Office will attempt to minimize travel for first and last site assignments.

## 16.6 VOLUNTARY ASSIGNMENT/REASSIGNMENT/RELOCATION

- 16.6.1 In determining assignments, reassignments and relocations relating to vacancies, the County Office shall consider the educational needs of the County Office, assignment requests, seniority, qualifications, and credentials.
- 16.6.2 If two (2) or more unit members are the only candidates considered for a vacancy and all of the criteria in the above paragraph 16.6.1 are equal, the unit member with the greatest seniority shall receive said assignment.
- 16.6.3 A reassignment/relocation request shall not be denied arbitrarily, capriciously, without basis in fact, nor be punitive, disciplinary, or discriminatory.
- 16.6.4 If a unit member's request for a voluntary reassignment/relocation is denied, the unit member shall be granted, upon written request, a meeting with the administrator who denied the request. An ASCOE representative has the right to attend this meeting. At the end of the meeting, the unit member may request the reasons for the denial in writing. The administrator's written response must be received by the unit member within ten (10) days from the date of the meeting.

## 16.7 INVOLUNTARY ASSIGNMENT/REASSIGNMENT/RELOCATION

- 16.7.1 The County Office shall seek volunteers prior to making any involuntary assignments/reassignments/relocations.
- 16.7.2 The unit member involuntarily assigned/reassigned/relocated shall be accorded first priority (over unit members seeking voluntary assignment/reassignment/relocation) for filling all vacancies that arise, providing he/she have an appropriate credential.
- 16.7.3 A unit member who is involuntarily assigned/reassigned/relocated shall have the opportunity to discuss his/her assignment with the supervisor making said assignment. If the unit member is not satisfied with the outcome of the meeting, within five (5) days, the unit member shall put his/her concern in writing, and submit it to the director. The director shall provide a written response within five (5) days, including justifications for the involuntary assignment/reassignment/relocation. An ASCOE representative has the right to attend this meeting at the request of the unit member.
- 16.7.4 No unit member shall be involuntarily assigned/reassigned/relocated to a different assignment or a different location two (2) successive years without consent or special circumstances equivalent to school closure or elimination of program.

## 16.8 MID-YEAR CLOSURE

- 16.8.1 A unit member whose class was closed after the first day of instruction will have the following rights. This section does not apply to classes closed due to Reorganization of Special Education Programs.
- 16.8.1.1 The unit member whose class is closed may select a replacement classroom assignment from available assignments for which they have the appropriate credential. This assignment shall be temporary for the remainder of that school year.
- 16.8.1.2 As part of the class assignment procedure for the subsequent school year the unit member may elect to have the temporary assignment made his/her regular assignment for that school year.
- 16.8.1.3 If the unit member does not select the temporary assignment and a class of the same type that was closed is not available, the unit member shall have the following rights:
- 16.8.1.3.1 For 18 months following the class closure, the unit member has the right of notice and refusal of assignment to a class of the same type of Special Ed or Alternative Education class closed (e.g., Transition, SH, CH, ED, Autism, Med. Fragile; or Preschool Autism, Med. Fragile, Bilingual, SH; or Community or Court School) for which unit member has appropriate credential and related experience within previous five (5) years. These rights are subordinate to rights defined under "Reorganization/Special Education."
- 16.8.1.4 Once rights are exercised, then no further priority rights exist under this article.
- 16.8.1.5 If two unit members seek preferential rights for the same opening, sections 1-4 of the Voluntary Assignment/Reassignment/Relocation section of Article XVI shall apply.

## 16.9 MISCELLANEOUS

- 16.9.1 Unit members shall be provided with up to two (2) days of released time, upon request, prior to the effective date of the relocation for preparation and moving, when the movement occurs during the school year.
- 16.9.2 Unit members who are relocated at a time when they are not scheduled to work shall be given the opportunity to pack and unpack their materials and supplies, and shall be paid at an hourly rate of \$17.75 per hour, up to sixteen (16) hours per move. With prior approval, up to four (4) additional hours may be granted.
- 16.9.3 Each unit member who is relocated shall notify his/her principal of the possible need for additional outside assistance for the move.
- 16.9.4 Unit members returning from leave shall be afforded all rights provided under this article.

16.9.5 Teacher Exchange: With the consent of the Principals and Directors involved, any two (2) unit members in different programs or sites may choose to exchange positions for a period not to exceed one (1) school year. Such requests shall be made formally in writing to the Directors involved no later than April 1.

## 16.10 REORGANIZATION OF SPECIAL EDUCATION PROGRAMS

### 16.10.1 Purpose Statement

16.10.1.1 The parties understand that there is to be a reorganization of special education programs in the County Office. The parties desire to implement necessary transfers of program services arising from the reorganization from the County Office to other districts in a manner to provide for, within the requirements of the Education Code, and this agreement, the continuing employment of certificated persons working in such programs. This provision applies to the reorganization of special education from the County Office to Districts/Consortium.

16.10.1.2 This contract section sets forth the parties agreement on employee rights of ASCOE unit members who are impacted by the reorganization of special education from the County Office to Districts/Consortiums and thus are subject to provisions of Education Code section 44903.7 and this Article. (Appendix D)

### 16.10.2 Terms

#### 16.10.2.1 Voluntary Process

16.10.2.1.1 Any ASCOE unit member who is assigned to classes in districts/consortium that have notified the County Office and the SELPA of their intent to run special day class programs will have the right to follow that unit to the receiving district should he/she choose to do so (if the district agrees to accept the incumbent unit member.) It is understood that the notice of intent must be filed by the districts two years prior to the intended date of the reorganization, unless the local plan or waiver process provides otherwise.

16.10.2.1.2 This section in no way obligates the unit member to follow the class, nor does it deny the unit member their seniority rights as per Education Code 44955.

16.10.2.1.3 The County Office will notify, in writing, the unit members involved and ASCOE within 10 days of receipt of the districts' intent to take back the SDC programs.

#### 16.10.2.2 Unit member Rights in the Voluntary Process

16.10.2.2.1 Any ASCOE unit member who voluntarily seeks and accepts employment to a special education position with any school district in Sonoma County because of the reorganization of special education programs in Sonoma County in 1998-99 and thereafter shall have all applicable rights provided by Education Code section 44903.7 and this contract provision.

16.10.2.2.2 Those rights include the following:

16.10.2.2.2.1 The County Office shall grant such employees an unpaid leave of absence for a period of up to 24 months from the end of the school year for probationary ASCOE unit members and for a period of up to 39 months from the end of the school year for permanent ASCOE unit members.

16.10.2.2.2.2 While on the unpaid leave, ASCOE unit members shall be subject to the provisions of this Agreement on leaves as it now exists or may hereafter be amended. While on unpaid leave, the ASCOE unit member shall be considered an ASCOE unit member for purposes of summer session employment and compensation, (which means that the unit member on leave pursuant to this provision will receive a written notice at the same time and would have the opportunity to fill open positions for the summer session in the same manner as actively employed unit member) and members who are so employed would be paid on a pro-rated basis for summer session hours according to the existing County Office salary schedule.

16.10.2.2.2.3 The County Office shall inform each appropriate school district of the terms of Education Code section 44903.7.

16.10.2.2.2.4 ASCOE unit members who accept employment under a voluntary process, shall be considered as assured attrition for purposes of determining the number of ASCOE members laid off. F.T.E. shall be reduced on a one-for-one basis.

### 16.10.3 Involuntary Process

16.10.3.1 Any ASCOE unit member who is laid off by the County Office because of the reorganization of special education programs in Sonoma County shall have all applicable rights provided by the Education Code and this agreement. Those rights include, without limitation, the following:

16.10.3.1.1 The County Office shall adhere to Article (XXII) (Effect of layoff) of this agreement between the parties and shall recognize rehire rights established in Education Code sections 44903.7, and 44955 through 44959.5.

16.10.3.1.2 While on a rehire list the person shall be considered an ASCOE unit member for purposes of leaves and summer session employment and compensation. While employed during a summer session all applicable terms of this agreement shall apply.

16.10.4 Internal Reassignments/Transfers

16.10.4.1 In the event any ASCOE unit member is transferred or reassigned on either a voluntary or involuntary basis to another certificated position at the County Office because of the reorganization of special education units that unit member shall have all applicable rights set forth in Education Code 44903.7, and this agreement.

16.10.4.2 A unit member whose class has closed due to reorganization of special education units back to a local district will have right of first refusal to any vacant County Office position for which he/she is competent and credentialed. This right shall extend for a period of 24 months for probationary and 39 months for permanent ASCOE unit members.

16.10.4.3 A unit member whose class was moved to district in a program transfer who elects to stay with the County Office in a Special Ed class will have the following rights:

16.10.4.3.1 For 18 months following the program transfer, right of first notice and first refusal to class of same type (Special Ed., i.e., Transition, SH, CH, ED, Autism, Med. Fragile; Preschool i.e., Autism, Med. Fragile, Bilingual, SH) lost in transfer to district or class for which unit member has appropriate credential and related experience within previous 5 years.

16.10.4.3.2 Right of first notice for all Special Ed positions for 18 months following right of first refusal period.

16.10.4.3.3 Once rights are exercised then no further priority rights exist under this article.

16.10.5 Any alleged violation, misinterpretation, or misapplication of this Provision shall be processed as a grievance pursuant to Article X of this agreement, as that article now exists or may hereafter be amended.

16.10.6 The County Office shall inform each District to which units or partial units have been transferred, that offers of employment to County Office employees who are laid off shall be made in the order of County Office seniority, except in the event the district agrees to accept the incumbent unit member.

16.10.7 The County Office shall prepare and maintain a current record of each position created by a Sonoma County school district to implement the reorganization, and the status of that position, title, work site location, FTE status, employer and range of scheduled salaries. This information shall be updated monthly and distributed to ASCOE.

- 16.10.8 Nothing in this contract provision or otherwise shall be construed as preventing unit members who do not have reasonable assurance of continued employment with the County Office or one of the participating school districts from applying for and receiving unemployment insurance.
- 16.10.9 If any provisions of this article are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed void and invalid except as to any provision permitted by law and such other provisions will continue in full force and effect.

## ARTICLE XVII

### CERTIFICATED EMPLOYEE EVALUATIONS

#### 17.1 General Provisions

17.1.1 The evaluation procedure is intended to comply with the requirements set forth in Education Code Section 44660 et seq.

17.1.2 Evaluation of all unit members shall be on a continuing basis scheduled as follows:  
(Forms in Appendix E)

Probationary – at least once each school year.

Permanent Status Unit Members – At least once every other school year.

Those Permanent Unit members who have been employed at least ten years with the school district, are highly qualified as defined in 20 U.S.C. Sec. 7801 (ESEA), and whose previous evaluation was satisfactory may be evaluated at least every five years. Such employees may be evaluated more often at the discretion of the administrator or at the request of the unit member.

In cases of unsatisfactory evaluation permanent unit members will be evaluated at least annually until the unit member achieves a satisfactory evaluation.

17.1.3 During the first two (2) years of employment with the County Office every unit member shall be evaluated in writing each school year. Unit members who have attained permanent status or who have been with the County Office for at least two (2) consecutive school years shall be evaluated at least every other year. (Forms in Appendix E)

17.1.3.1 The evaluator will be the immediate supervisor designated by the County Office.

17.1.4 Non-management certificated personnel shall not be required to participate in the evaluation and/or observation of other unit members.

17.1.4.1 The non-management personnel selected to participate in observation, shall be mutually agreed upon by the evaluator and the unit member being evaluated in accordance with the provisions of 1.3.

17.1.5 During the course of an evaluation, it may be necessary for either party to modify, add or delete objectives. The evaluator and the unit member shall meet and review the evaluation document and procedure, and mutually agree to any changes upon which the evaluation is based. If agreement is not reached, the unit member and evaluator shall meet with the appropriate Assistant Superintendent, who shall make the final decision. A written response by the unit member to the Assistant Superintendent's decision may be attached to the evaluation within five (5) unit member work days.

17.1.6 The unit member shall have the right to identify any constraints which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

- 17.1.7 Only the procedure for evaluations is subject to the grievance procedure set forth in this contract. The contents or substance of the evaluation is not subject to the grievance procedure. Contents of an evaluation which are derived from an alleged improper procedure may be appealed through the grievance procedure of the contract.
- 17.1.8 While evaluating the unit member's performance, consideration shall be given to such factors as class size, intellectual abilities of the learners, availability of support personnel, the learning environment provided and other pertinent factors.
- 17.1.9 The evaluation of certificated employee competence pursuant to this section shall not include the use of publisher's norms established by standardized tests. (Education Code Section 44662)

## 17.2 Evaluation Procedures

- 17.2.1 The unit member being evaluated and the evaluator shall meet no later than October 15 to develop:
  - 17.2.1.1 Objectives and standards to be achieved during the evaluation period.
  - 17.2.1.2 A schedule of observations, conferences and final evaluation date which shall be no later than May 1st. In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:
    - 17.2.1.2.1 Make a good faith effort to resolve the differences themselves.
    - 17.2.1.2.2 If the disagreement persists, the unit member and evaluator shall meet with the appropriate Assistant Superintendent who shall make the final decision. A written response, by the unit member, to the decision may be attached to the evaluation within five (5) days of the decision.
- 17.2.2 The observation process shall be conducted in accordance with the following provisions:
  - 17.2.2.1 A minimum of two (2) observations shall be completed during the evaluation period.
  - 17.2.2.2 The observations shall last at least thirty (30) minutes.
  - 17.2.2.3 The observations shall occur in the unit member's classroom, assigned work site, or alternate sites if applicable.
  - 17.2.2.4 The two (2) observations for the evaluation shall be arranged by the evaluator and the unit member at least twenty-four (24) hours in advance of the observations.
  - 17.2.2.5 Additional observation visits may be made without foreknowledge of the visit by the unit member to be evaluated.
  - 17.2.2.6 A conference may be held between the evaluator and the unit member after any observation or upon either party's request.

- 17.2.2.7 The evaluator shall not base his/her observation of a unit member on any information which was not collected through the direct observation of the unit member. Nothing in this paragraph, however, shall preclude written feedback made by school district site administrators on County Office unit members from being included in the final evaluation.
 

However, the unit member shall be notified of any person whose input may become part of an evaluation prior to that person visiting a unit member's classroom.
- 17.2.2.8 Unit members may request additional observations and conferences.
- 17.2.3 Upon completion of the observation, the following shall occur:
  - 17.2.3.1 A conference shall be held within five (5) unit member work days with the unit member to discuss the first observation and progress on the criteria. Although conferences are not required after any other observations, either the unit member or the evaluator may request a conference, and such shall occur at a mutually agreeable time within ten (10) unit member work days.
  - 17.2.3.2 If during the course of the evaluation unsatisfactory progress on objectives is observed, the evaluator shall develop a performance improvement plan. The plan shall be initiated on or before March 30 and shall contain the following elements:
    - 17.2.3.2.1 A description of the performance discrepancy.
    - 17.2.3.2.2 A description of acceptable performance.
    - 17.2.3.2.3 A description of the specific assistance/resources to be provided.
    - 17.2.3.2.4 A timeline for improvement, which may extend beyond the final evaluation date, but not beyond the end of the school year.
    - 17.2.3.2.5 A statement of the specific evaluation criteria for the timeline specified.
- 17.2.4 A final evaluation conference between the unit member and the evaluator to discuss the content of the final evaluation form, shall be held no later than May 1st.
  - 17.2.4.1 The final evaluation form shall contain no "ratings" other than "meets criteria" or "does not meet criteria."
  - 17.2.4.2 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through the Stull Bill Evaluation process.
  - 17.2.4.3 If the unit member disagrees with the final evaluation he/she may attach a written response.
  - 17.2.4.4 The final written evaluation shall be completed no later than May 1st.

17.3 Dismissal for Incompetence

17.3.1 Prior to implementation of dismissal for incompetence procedures, an evaluation shall have been performed which follows the procedures specified below.

17.3.2.1 The evaluation shall be based on at least three (3) observations.

17.3.2.2 Each observation shall be of at least thirty (30) consecutive minutes in duration.

17.3.2.3 The observations shall occur in the unit member's classroom or assigned work station, or alternate stations if applicable.

17.3.2.4 At least one (1) observation shall have been preceded by a conference in which the evaluator and the unit member shall have reviewed the objectives and what is to be incorporated into that observation and the Performance Improvement Plan.

17.4 This Article does not apply to extended/summer school.

## **ARTICLE XVIII**

### **RETIREMENT**

Bargaining unit members may select from the following four (4) retirement options. Approval of applications under Articles 18.2, 18.3, and 18.4 is purely within the discretion of the Superintendent.

- 18.1 After ten (10) years of full time satisfactory service with the County Office and attaining the age of fifty-five (55), but not having reached age sixty-five (65), a unit member would become eligible for the following:
- 18.1.1 The County Office shall pay for only the unit member's premium in the County Office's medical insurance plan at the same dollar rate that the County Office was paying when the unit member retired until retiree reaches age sixty-five (65) years of age or until the retiree is covered by another medical insurance plan provided by any other source, whichever (age or coverage) comes first. Such coverage is subject to approval by the insurance carrier. Dependents may remain on the medical plan at no expense to the County Office . Retiring employees who have not yet reached age sixty-five (65) and are not eligible for a medical contribution by the County Office due to the fact that the unit member has medical coverage from another source, may elect to receive two hundred dollars (\$200) per month for sixty (60) months or until the retiree reaches age sixty-five (65) whichever occurs first.
  - 18.1.2 In the event that any future government reorganization completed by the California State Legislature affects the existence or income of the County Office to the extent that it would be fiscally impossible to maintain this program, the Board of Education and any participant in the program understand and agree that the County Office can terminate all or part of this policy without liability from any participant in the program.
  - 18.1.3 A retiree, aged sixty-five (65) and over, and his/her dependents shall not be entitled to paid medical benefits, but may remain a part of the County Office group medical insurance programs provided he/she pays the costs involved, dependent upon carrier approval.
- 18.2 Post Retirement Contract
- 18.2.1 After ten (10) years of full time satisfactory service in the County Office and attaining the age of fifty-five (55), but not yet reaching age sixty-five (65), a unit member would become eligible for the Early Retirement/Post Retirement Contract.
  - 18.2.2 Certificated individuals must apply for this program by February 15<sup>th</sup> of the year they wish to retire and must retire on July 1 of the same year.
  - 18.2.3 Upon approval by the Superintendent, persons opting for this program would retire and be employed (in addition to their retirement benefits) as an independent contractor of this County Office under conditions listed below.
  - 18.2.4 Once electing to participate in the program, a unit member may not request to return to regular employment in the County Office. Also, once a unit member has entered the program, he/she may not change options or re-enter the service of the County Office.

- 18.2.5 The maximum period for which this agreement shall remain in force is ten (10) years or until age sixty-five (65), whichever comes first and subject to the following conditions:
- 18.2.5.1 The County Office shall pay for the retiree and his/her spouse's premium in the County Office's medical insurance plan at the same rate provided to active unit members until retiree reaches age sixty-five (65), or until the retiree and his spouse are covered by other medical insurance plans provided by any other source. This one aspect of the Early Retirement Incentive Program (medical insurance) is a legal commitment from the County Office and is subject to termination only at the request of the retiree, death of the retiree, or as mentioned above, other medical insurance provided by any other source.
- 18.2.5.2 Between the ages of fifty-five (55) and sixty-five (65) only, subject to renewal each July 1st at the option of the retiree, the retiree may be employed as an independent contractor subject to the following two (2) conditions:
- 18.2.5.2.1 Employment of twenty (20) days per year, subject to annual renewal.
- 18.2.5.2.2 A salary at least equivalent to twenty (20) days' pay at the daily rate of the salary schedule and step at which the retiree was placed when he/she retired. The salary will be paid each year at the same daily rate earned by active unit members in the same position. Salary shall not exceed the STRS maximum amount. Salary may be paid in twelve (12) equal payments or in one (1) payment at the option of the retiree.
- 18.2.6 In the event that any future governmental reorganization completed by the California State Legislature affects the existence or income of the County Office to the extent that it would be fiscally impossible to maintain this program, the Board of Education and any participant in the program understand and agree that the Board can terminate all or part of this policy without liability from any participant in the program.

18.3 Part-time Work in Accordance with Education Code Section 44922

Notwithstanding any other provision, the Superintendent shall, no later than January 1<sup>st</sup> of each year, make written determination as to whether to allow certificated employees to reduce their workload, beginning the following school year, from full-time to part-time duties in anticipation of retirement, subject to the following:

- 18.3.1 The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
- 18.3.2 The unit member shall have been employed full time in a position requiring certification for at least 10 years of which the immediately preceding five years were full-time employment.
- 18.3.3 During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.

- 18.3.4 The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the employer and the unit member.
- 18.3.5 The unit member shall be paid a salary which is the pro rata share of the salary he or she would be earning had he or she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he or she makes the payments that would be required if he or she remained in full-time employment.
- 18.3.6 The unit member shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 18.3.7 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
- 18.3.8 The period of such part-time employment shall not exceed five years.
- 18.3.9 Applications for this program must be submitted to the Superintendent no later than February 15<sup>th</sup> of the last year they wish to work full time.
- 18.3.10 The unit member shall contribute to STRS the amount based upon the salary that would have been contributed had the unit member been employed full time.
- 18.3.11 The County Office shall contribute to STRS an amount based upon the salary that would have been paid to the unit member had the unit member been employed full time.

18.4 Golden Handshake (Whenever the State reauthorizes this program it shall be incorporated into this agreement pursuant to statute.)

- 18.4.1 In accordance with Chapter 996 of the Statutes of 1990, applications for early retirement under this program may be submitted and approved.
- 18.4.2 In accordance with the program, unit members with at least five years of service credit with the County Office and who are at least 55 years of age may apply for up to two years of additional service credit upon retirement.
  - 18.4.2.1 The program may be available to unit members with thirty (30) years of service credit who are at least age fifty (50).
- 18.4.3 For those approved applicants who have been with the County Office for at least 10 years, and subject to carrier approval, the County Office shall maintain medical benefits at employer expense as follows:
  - 18.4.3.1 Benefits for unit member and spouse will be maintained at the same ratio as the unit member's employment just prior to benefits provided to full-time unit members at that time.

18.4.3.2 Such benefits will be continued until the unit member reaches age 65 or 10 years, whichever comes first. However, unit members who retire after age 60, under Golden Handshake provisions will receive medical benefits for either unit member and spouse for three years or unit member only for a period of five years.

18.5 Medicare (Federal)

18.5.1 The County Office agrees to allow unit members to elect individually whether they shall become eligible for Medicare coverage as provided for by AB 265 (1989), and Government Code Section 22009.03 et seq. The election shall be conducted pursuant to the rules and regulations promulgated by the Public Employment Retirement System (PERS).

18.5.2 All unit members who are members of STRS and who were hired on or before March 31, 1986, shall be eligible to participate in the individual election.

18.5.3 The Association shall be provided a copy of the list of the unit members eligible to participate in the individual election and their anticipated total wages for the current year.

18.5.4 The effective date of coverage shall be December 1, 1991.

18.5.5 Unit members electing to participate in Medicare coverage shall be permitted to authorize payroll deduction of 1.45% of the total wages for the period of time from the effective date of such coverage. Until the PERS process of entering Medicare is completed, such funds shall be placed in an Escrow Account to be used for the individual's retroactive payment to Medicare.

18.5.6 The Association shall be furnished copies of all correspondence between the County Office and PERS and other parties regarding the implementation of AB 265.

18.6 In accordance with Education Code Section 20580 a STRS member age 50 or over with 30 or more years of credited service may elect to retire.

18.7 **This Article does not apply to extended/summer school.**

## **ARTICLE XIX**

### **SALARY AND FRINGE BENEFITS**

- 19.1 Salary Schedules: See Appendix F.
- 19.1.1 Beginning with the 2002-2003 school year, the parties agree to phase in up to 10 years of teaching experience for initial salary schedule placement.
- 19.1.2 In 2002-2003, newly hired unit members will be given up to 6 years of credit for initial salary schedule placement and may be placed on step 7 of the appropriate column.
- 19.1.3 In 2003-2004, newly hired unit members will be given up to 7 years of credit for initial salary schedule placement and may be placed on step 8 of the appropriate column.
- 19.1.4 In 2004-2005, newly hired unit members will be given up to 8 years of credit for initial salary schedule placement and may be placed on step 9 of the appropriate column.
- 19.1.5 In 2005-2006, newly hired unit members will be given up to 9 years of credit for initial salary schedule placement and may be placed on step 10 of the appropriate column.
- 19.1.6 In 2006-2007, newly hired unit members will be given up to 10 years of credit for initial salary schedule placement and may be placed on step 11 of the appropriate column.
- 19.1.7 Current unit members who had more than 5 years of experience when they were initially hired and who would have received initial placement credit for those years, but for the five year limitation, will receive phased in credit (in the same way as detailed above) until they attained the salary schedule step matching their years of experience (up to 10) or reach the end of the salary schedule column, whichever comes first.
- 19.1.8 For example a unit member who has 10 years of creditable experience and is on step 14 of column 4 (BA+60) in 2001-2002, will move to step 15 as part of annual movement down the column and receive an additional step (16) to give credit for the 6th year in 2002-2003. In 2003-2004, the unit member will move to step 17 for annual step movement and step 18 to give credit for the 7th year of schedule placement. Since step 18 is the last step of the salary schedule (effective 2002-2003), there will be no additional step movement. Unit members who move from one column to the next will be placed on the appropriate step for their years of salary schedule experience.
- 19.2 County Office will maintain the full cost, for the unit member only, of vision and disability insurance plans through the Redwood Empire Schools Insurance Group (RESIG). Medical Insurance Coverage shall be available for the unit member, eligible dependents and domestic partners. Plans will be offered through RESIG/SISC as determined by negotiations. The County Office shall pay ninety (90) percent of the premium and the unit member shall pay ten (10) percent of the premium. For new unit members whose first date of effective service is on or after July 1, 2011 the County Office shall pay eighty-five (85) percent of the premium and the unit member shall pay fifteen (15) percent of the premium.

- 19.3 Family dental coverage shall be provided to the unit through Delta Dental. Premium shall be paid for by the County Office. The maximum on dental coverage shall be \$2,000 for each covered person.
- 19.4 The County Office will provide an Employee Assistance Program for unit members.
- 19.5 Post Retirement: After age fifty-five (55), unit member and his/her spouse may, subject to carrier approval, remain part of the County Office group health, dental and vision programs provided he/she pays the cost involved with these terms and conditions remaining in effect until the deaths of the unit member and/or his/her spouse. Spouse of unit member shall remain part of group plans even after the death of the unit member.

19.6 Duration of Benefits

- 19.6.1 Unit members who work a complete school year shall have fringe benefits under the County Office's fringe benefit program effective through the last day of September. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of active employment.
- 19.6.2 Unit members who terminate their employment prior to the close of the school year, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.
- 19.6.3 Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continue paid coverage under all insurance plans until September 30 of the ensuing school year.
- 19.6.4 Unit members on all other Board approved unpaid leaves of absence shall have the option to continue to receive County Office insurance coverage for the period of the leaves upon payment to the County Office.
- 19.6.5 Continuation of Health Benefits after Lay-Off  
Employees actually laid off will receive up to three (3) months health benefits with the County Office advancing the full premium for those employees who are actually laid off . Such payment of premium will terminate if the laid off employee secures other employment which provides health coverage.

If the employee is not reinstated from layoff for six (6) months or more the County Office will not collect the employee's share of the premium for the three months the premium was advanced. If the employee is reinstated from layoff within six months of the date of the layoff, the County Office will collect the employee's share of the premiums that were advanced due to layoff. The employee may request a time period of up to six months from collection of the employee's share of the premium.

Once the County Office stops making its contribution, the employee is entitled to participate in benefits at the employee's own expense under the COBRA time period for continuation of benefits.

## ARTICLE XX

### **COURSE CREDIT FOR SALARY SCHEDULE PLACEMENT (TEPS - Teacher Educational and Professional Standards)**

- 20.1 Approval for course credit for salary schedule placement shall be granted only if it is directly related to the professional responsibilities of the unit members in their current assignment or under their current credential(s). Before granting approval, the submitted coursework must be university/ college approved for course credit (Form in Appendix H). Movement on the salary schedule shall be approved for university/college courses, correspondence courses, workshops with credits offered by colleges/universities or university extension services, limited travel (see 1.8). Courses, workshops, and programs, whose presentation span both the work time and the personal time of the unit member are eligible for course credit approval. No approval for course credit shall be granted for auditing any course for which unit credit is offered.
- 20.1.1 Successful student completion of university/college course work is expressed in credits, units, or hours which are equivalent terms. For the purpose of determining course credit for salary schedule placement, all course credit shall be converted into the equivalent of semester credits. One (1) quarter credit equals two-thirds (2/3) of a semester credit.
- 20.1.2 Approved upper division and graduate coursework completed at an accredited college or university are ordinarily used for increment credit on the salary schedule. Exceptions could occur when lower division course credit may be granted, if directly related to the field or special assignment.
- 20.1.3 Correspondence study is acceptable.
- 20.1.4 Workshops or programs offered by accredited college or university extension services are acceptable.
- 20.1.5 Course credits from an accredited college or university extension service, which are a fraction of a semester credit, may be combined with other courses with fractional semester credit.
- 20.1.6 Approval for course credit for salary schedule placement may be granted for County Office or District sponsored inservice training programs that specify semester unit equivalent and are university/college level courses.
- 20.1.7 Travel
- 20.1.7.1 Approval for course credit for salary schedule placement may be granted for planned travel only when the unit member requests and receives approval in advance from the unit member's supervisor.
- 20.1.7.2 Applications for travel for salary schedule placement shall include an outline of the proposed travel and study describing the value of such travel in relation to the professional responsibilities of the unit members with the Sonoma County Office of Education.

- 20.1.7.3 In general, the maximum travel credit that can be earned shall be six (6) semester credits during the unit member's entire course of employment with SCOE.
- 20.1.8 It is the intent that unit members submit all proposed coursework in advance of beginning the coursework in order to determine its value for salary schedule placement. Unit members choosing to submit course credits after or during the course risk not having the credits approved.
- 20.1.9 A unit member may take and request approval for more than six (6) course credits per semester or twelve (12) course credits per year (September 1 — August 31) on the salary schedule with written mutual agreement between the unit member and supervisor. The TEPS Committee will forward to the bargaining unit member's supervisor any application falling within this provision.
- 20.1.10 Procedure: In order to qualify for movement on the salary schedule each unit member shall follow the below procedures:
- 20.1.10.1 Step Advancement for Course Credit, Masters and Doctorates
- 20.1.10.2 By December 1 of each school year, the Human Resources Department shall send a notice to all unit members regarding the February 1 deadline for unit members to send to the Human Resources Department a letter informing them of their intent to advance on the salary schedule the following year.
- 20.1.10.3 In one school year, a unit member may advance only one column based on approved course credit, as well as advance only 1 step based on years of service. (Except in the case of a unit member who has been kept from step advancement in the first column because of too few course credits to qualify. For example: Unit member X is working as a SCOE unit member for three years in column 1 (BA + 15) but only has BA + 27. He will stay on step one until he earns the next three course credits. When he qualifies as BA + 30, he will then advance to the step that represents the actual number of years he has been a SCOE unit member. In this case, he would jump from step 1 to step 4 if his course credits were approved by the end of his third year.)
- 20.1.10.4 Course credits shall be allowed for pay adjustments effective July 1 for year round classes, or at the beginning of extended school year for other than year round classes if:
- 20.1.10.4.1 The course credits are earned and approved prior to the second Thursday in June.
- 20.1.10.4.2 Evidence of successful completion of coursework is submitted by the first Thursday in June.
- 20.1.10.4.3 Step advancement letter was filed with the Director of Human Resources by February 1 of that same year.

- 20.1.10.5 Those unit members anticipating salary schedule advancement due to award of a masters or doctorate will send a letter to Human Resources Director informing him/her of their degree by February 1. The unit member is then required to provide proof of a masters or doctorate by the first Thursday in June for advancement effective July 1 for year round unit members and the beginning of extended school year for other than year round unit members.
- 20.1.10.6 In order to qualify for course credit for salary schedule placement, the course credit must be submitted to the Human Resources Director no later than three (3) years from the time the unit member completed the coursework.
- 20.1.10.7 A yearly stipend of \$500 will be paid to teachers who have National Board Certification. This stipend will be added to the schedule of stipends beginning 2008-2009 school year.
- 20.1.11 Application for Course Credit Approval
  - 20.1.11.1 Unit members must complete TEPS application to be considered for course credit approval. See Appendix H for TEPS application. Copies of the TEPS application may be obtained from the Human Resources office.
  - 20.1.11.2 The Certificated Human Resources Director shall review all applications for course credit approval. All requests shall be forwarded to the Superintendent for review and final approval or to the TEPS Committee for review.
  - 20.1.11.3 If the request is forwarded to the TEPS Committee, the Human Resources Director shall notify the unit member of the referral, the issue(s) to be considered by the Committee, and the time and location of the Committee meeting.
  - 20.1.11.4 The Committee shall review the application and render its recommendation regarding course credit on the date of the TEPS Committee meeting unless the Committee requests further information or further investigation. The recommendation shall be in writing and shall be forwarded by the TEPS Committee to the Superintendent within two (2) working days of the TEPS Committee meeting for final action.
  - 20.1.11.5 The Superintendent shall approve, grant in part, or disapprove the proposal for course credit.
  - 20.1.11.6 The Superintendent's final written decision shall be sent in the United States mail to the unit member and the Human Resources Director within ten (1) working days of the date of the TEPS committee meeting.

20.1.11.7 If either the Committee or the Superintendent deny the request, an invitation will be extended by the committee and/or Superintendent to meet with the unit member to further discuss the request.

#### 20.1.12 TEPS Committee

20.1.12.1 The Committee will meet to evaluate course credit approval and salary increment requests. Meetings shall be scheduled (if necessary) for the following dates:

- Second Thursday in September
- Second Thursday in November
- Second Thursday in January
- Second Thursday in March

If necessary, a meeting may be postponed, but not beyond the end of the month in which the meeting was originally scheduled.

#### 20.1.12.2 Membership

The committee shall be comprised of one (1) representative from each of the following groups: 1. Teacher; 2. Nurse; 3. DIS unit member; 4. Management. Alternates shall be appointed. A quorum shall consist of two bargaining unit members and a management representative.

20.1.12.3 If no unit member volunteers from any of the above unit member groups, that position may be filled by a representative from another group provided that no more than two (2) representatives from any one (1) group are on the committee.

20.1.12.4 The management designee shall be appointed by the Superintendent.

20.1.12.5 The Association unit members on the committee shall be selected among all unit members who apply in writing for appointment to the committee.

20.1.12.5.1 Unit members will indicate their desire to serve on the committee by filing a written request to both the Superintendent's office and ASCOE by May 1 for the following school year.

20.1.12.5.2 Each unit member will serve for one (1) year unless chosen for a subsequent term.

20.1.12.5.3 Unit members shall be chosen by ASCOE no later than May 15 for the following school year.

20.1.12.6 The Chairperson for the committee shall be the Management designee.

## ARTICLE XXI

### **TRAVEL REIMBURSEMENT**

#### 21.1 Mileage Reimbursement:

For routine daily travel other than a conference.

21.1.1 If available, a County car should be used.

21.1.2 If a private car is used, reimbursement shall be at the IRS-approved rate.

21.1.3 For those unit members designated as itinerant, the following shall apply:

21.1.3.1 Itinerant for purposes of this Article shall mean nurses and designated instructional staff defined as unit members who travel from site to site on County Office business for instructional purposes who do not have a permanent classroom assignment.

21.1.3.2 Travel to the unit member's first work site from the County Office or the unit member's home, if the unit member leaves from home, whichever is shortest, minus 4 miles for commuting.

21.1.3.3 Travel from the unit member's last work site at the end of the work day to home or the County Office, whichever is shortest, minus 4 miles for commuting.

21.1.3.4 A unit member who attends a SCOE meeting after the instructional workday shall receive mileage reimbursement from the location of the meeting to his/her regular assigned work site or home, whichever is shorter.

21.1.4 Travel Reimbursement for All Unit Members

All unit members shall be reimbursed upon filing a claim for travel required beyond traveling to and from their initial work site.

#### 21.2. Meals Reimbursement: For routine daily travel other than a conference-related meal

21.2.1 When travel is less than twenty-four (24) hours and meals are involved, reimbursement shall be for a maximum of: breakfast - \$6.00 Lunch - \$10.00 Dinner - \$18.00. These amounts are not automatic but are allowed. Receipts are not necessary for the above-type meals.

21.2.2 When travel exceeds twenty-four (24) hours, the per-day allowance shall be \$34.00 for meals plus the actual cost of lodging.

21.2.3 For meals as part of a conference (banquet, special meal, etc.), the above amounts may be exceeded. For this type of reimbursement, however, receipt and the conference program must be attached to the claim.

21.2.4 Reimbursement for alcoholic beverages will never be honored.

### 21.3 Lodging

When overnight lodging is required by official business, the real and actual cost for the single rate shall be paid. Receipts must be attached for this claim.

### 21.4 Miscellaneous

- 21.4.1 All claim forms for reimbursement costs must include the day and time the unit member leaves and returns to the County.
- 21.4.2 Under certain conditions, meal reimbursement in Sonoma County will be allowed, but such reimbursement must be approved, in advance, by the Deputy Superintendent or Superintendent.
- 21.4.3 All unit members driving on County Office business are required to have a valid California Driver's License and private automobile insurance. The form to register both of these may be obtained from the Business Services Department. **THIS COMPLETED FORM MUST BE ON FILE IN ORDER TO RECEIVE ANY REIMBURSEMENT.**
- 21.4.4 For conferences out of the immediate area, mileage reimbursement shall be paid from the County Office, the unit member's home, or coach air fare, whichever is least expensive to the County Office .
- 21.4.5 Unit members who use their personal cars for approved field trips, as approved by their principal, or for other necessary duties (such as transporting school materials or attending county-mandated meetings at other sites) shall either (a) be provided a County-owned vehicle, or (b) if the unit member's personal vehicle is used, the County Office will reimburse the unit member at current level of travel reimbursement.
- 21.4.6 All travel claims shall be submitted at the conclusion of each month and within 30 calendar days of each month to the unit member's immediate supervisor. Both the Department representatives and the Business Office understand the urgency of issuing payment as quickly as possible.
- 21.4.7 Conference Attendance - The designated conference attendance and/or presentation forms must be completed by the unit member and submitted to his/her immediate supervisor. The timelines for processing the forms are on the forms.

### 21.5 Miscellaneous

- 21.5.1 Unit members who use their personal cars for approved field trips, as approved by their principal, or for other necessary duties including but not limited to transporting school materials, moving classroom locations, with supervisor's approval, or attending county-mandated meetings at other sites, shall either (a) be provided a County-owned vehicle, or (b) if the unit member's personal vehicle is used, the County Office will reimburse the unit member at current level of travel reimbursement.

## ARTICLE XXII

### **EFFECTS OF LAYOFF ON LAID-OFF UNIT MEMBERS**

#### **22.1 LAYOFF OF REGULAR EMPLOYEES**

##### 22.1.1 Notification of Layoffs

22.1.1.1 Prior to the issuance of notices to dismiss unit members, the County Office will notify the Association of the following:

22.1.1.1.1 Information identifying all programs and numbers and types of personnel being reduced, including management supervisory personnel.

22.1.1.2 County Office agrees to notify the Association of the specific programs being reduced in which unit members shall receive notification immediately following adoption of the resolution to reduce program or lay off unit members due to ADA loss. The notice to lay off shall be sent to the Association at the time of notifying the unit members to be laid off and shall include the names and work locations of the unit members being notified.

##### 22.1.2 Criteria for Determining Layoffs

22.1.2.1 County Office and the Association agree that if it is determined that the basis exists to lay off unit members as defined above, then layoffs shall proceed in accordance with Education Code Sections 44949 and 44955.

22.1.2.2 Notice shall be given to the least senior unit members in accordance with Education Code Sections 44949 and 44955.

22.1.2.3 A unit member shall not be laid off if a less senior unit member has been retained in a position that the more senior unit member is credentialed and competent to fill.

22.1.2.4 Seniority is determined by the unit member's first date of paid service in a probationary position.

22.1.2.5 Unit members with a common seniority date shall be laid off according to the following seniority criteria rating. The individual with the fewest criteria points has the least seniority.

a. Years of experience within a specialized field (previous to employment with the Superintendent) as a full time, credentialed teacher in a teaching assignment in a public or private school preschool – age 22.

b. Number of supplementary authorizations. Rating: +1 per supplementary authorization.

- c. Earned degree beyond the BA/BS level. Rating: +1 per degree
- d. Multiple language skills relevant to District need. Rating: +1 for each language.
- e. Preliminary v. Clear/Life Credentialing Rating: +1 per Preliminary, +2 Clear/Life Credential
- f. National Board Certification. Rating: +1 per certificate

If all factors are equal the decision will be made by lottery.

### 22.1.3 Benefits of Laid Off Unit Members

22.1.3.1 A laid off unit member will be allowed up to six (6) days of personal necessity leave to seek other employment. One (1) day of leave will be allowed for each interview and an additional day for travel for any interview which requires travel of 200 miles or more in one direction. This benefit is available for any unit member receiving a layoff notice on or before March 15. Implementation will follow notice to the immediate supervisor, in advance, and proof of need. Proof of need will normally be indicated by a letter announcing the scheduling of a time and place for an interview. Personal necessity leave used for this purpose shall be deducted from sick leave and presupposes that the unit member has accumulated sick leave available for this purpose.

22.1.3.2 Refer to Article 19.6.5 for information regarding benefits.

### 22.1.4 Recall Rights

22.1.4.1 Laid off unit members of permanent classification shall have first priority for filling any vacancies for which he/she is credentialed and qualified for up to thirty-nine (39) months following the effective date of his/her layoff in accordance with Education Code Section 44956. During the period of his/her preferred right to reappointment, any such unit member shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other unit member who has been granted a leave or who is temporarily absent from duty. Substitute service shall not affect the retention of his/her previous classification and rights.

22.1.4.2 A laid off unit member of probationary classification shall have the same recall rights as a permanent laid off unit member, subject only to the prior rights of a laid off permanent unit member or a probationary unit member of greater seniority in accordance with the Education Code Section 44957. Probationary laid-off unit members shall receive the substitute rate for day-to-day substitute service and his/her per diem rate for long term substitute service. A probationary unit member's recall rights shall be for twenty-four (24) months following the effective date of his/her layoff.

- 22.1.4.3 Prior to reappointing any former unit member (probationary or permanent) to teach a subject which he/she does not have a teaching credential or which is not within the former unit member's major area of post secondary study or the equivalent thereof, the County Office shall require the former unit member to pass a subject matter competency test in the appropriate subject.
- 22.1.4.4 The aforesaid right to reappointment for either a permanent laid off unit member or a probationary laid off unit member may be waived by the unit member, without prejudice, for not more than one school year, unless the Superintendent extends this right, but such waiver shall not deprive the unit member of his/her right to subsequent offers of reappointment. This request for waiver for reappointment must be made in writing by the unit member and shall not act to extend his/her right to reemployment beyond the time periods specified above.
- 22.1.4.5 As to any such unit member who is reappointed, the period of his/her absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of his/her services. He/she shall retain the classification and order of employment he/she had when his/her services were terminated. The period of his/her absence shall not count as salary placement advancement or as part of the service required for retirement. These provisions apply to unit members reemployed within the time period specified above.
- 22.1.5 Nothing in this Article shall be interpreted to preclude the County Office from implementing a layoff under Education Code Section 44955.5.
- 22.1.6 Bumping Rights
  - 22.1.6.1 Upon layoff, part-time unit members shall not bump into a larger position (F.T.E.) than their current position.
  - 22.1.6.2 When on the reemployment list as set forth in Education Code Section 44956 and 44957, formerly part-time unit members may accept a larger position (F.T.E.) in order of seniority provided they are credentialed and competent for the vacant position.
  - 22.1.6.3 County Office shall provide the Association with a seniority list on or about February 15. Individual unit members will be furnished with the most recent seniority update (list) upon request.
- 22.1.7 This Article does not apply to extended/summer school.

## ARTICLE XXIII

### UNIT MEMBER RIGHTS

#### 23.1 PERSONAL

23.1.1 The County Office shall not inquire beyond the scope of requirements for unit members employment into a unit member's personal, political, and/or organizational activities or preferences. Nor shall the County Office predicate any adverse action upon a unit member as long as such preferences/activities do not prevent or impact the unit member from performing his/her duties. .

#### 23.2 INSTRUCTIONAL ASSISTANTS

23.2.1 Whenever possible, unit members shall be given opportunity to participate in the interview process for instructional assistants.

23.2.2 The unit member serves as classroom manager in the instructional assistant relationship and in this capacity, delineates the classroom duties of the instructional assistant.

23.2.3 The unit member will provide input to the supervising principal regarding the instructional assistant's performance of classroom duties using the Assistant Appraisal Input Form (Appendix 1) in conjunction with conversations with the supervisor. Unit member input will not constitute the sole basis of the instructional assistant's evaluation.

23.2.4 The Appraisal Input Form will be submitted no later than November 15 to allow the evaluating supervisor time to observe and, if necessary develop support for the instructional assistant and/or the unit member.

23.2.5 When a concern arises regarding the instructional assistant's performance, the unit member is entitled to a meeting with the supervising principal and the instructional assistant to address the concern and to reach a satisfactory resolution. The Assistant Appraisal Input Form may be used at this conference.

23.2.6 Should the unit member, principal and instructional assistant be unable to reach a satisfactory conclusion, the matter will be discussed with the Director of the appropriate program, who will make a decision.

23.2.7 Should any of the parties involved disagree with the decision, they may submit a written statement to that effect to the Superintendent for a final decision.

23.2.8 Training will be provided to unit members in the Classroom Management role in working with instructional assistants.

23.2.9 The content of the unit member's input in the Assistant Appraisal process shall not be used as part of the unit member's evaluation.

### 23.3 **STUDENT TEACHERS**

- 23.3.1 The unit member will not be assigned a student teacher without the unit member's prior approval.
- 23.3.2 A unit member electing to work with a student teacher will be provided information relevant to:
  - 23.3.2.1 Specific criteria and/or expectations of the teacher training institution.
  - 23.3.2.2 Payment from the teaching institution to the supervising unit member.

### 23.4 **BOARD OF EDUCATION POLICIES**

The County Office shall provide a copy of the Board adopted County Office policies to the Association. All new or amended policies and new resolutions adopted by the County Board shall be available to the Association at the Board meeting at the time of adoption or upon subsequent request by the Association.

### 23.5 **SUPERINTENDENT'S FORUM**

- 23.5.1 There shall be a "Superintendent's Forum," the purpose of which shall be to provide for open communication between the Superintendent and the Association on matters of mutual concern and interest that generally fall outside the area of negotiations.
- 23.5.2 The County Office agrees that the Superintendent shall hold the Superintendent's Forum at least five (5) times during the work year, or as mutually agreed to between the times during the work year, or as mutually agreed to between the parties.
- 23.5.3 In an effort to enhance communication at the Forum, should the Association have questions for the Superintendent about matters it wants addressed at the Forum, such questions shall be given to the Superintendent reasonably in advance of the scheduled Forum. Should the Superintendent have questions for the Association, such questions shall be given to the Association reasonably in advance of the scheduled Forum.
- 23.5.4 In addition to the President of the Association, or designee, the Association shall be entitled to send to the Forum up to three (3) additional Association members selected by the President of the Association.
- 23.5.5 The Superintendent may invite to the Forum any person(s) he/she so chooses.
- 23.5.6 The Forum shall occur on a weekday and location selected by the Superintendent, and shall commence no later than 1:00 p.m. The County Office shall provide substitute coverage, if necessary, to Association members attending the Forum.

## **ARTICLE XXIV**

### **WAIVERS**

When state law requires that the County Office seek the approval, concurrence and/or signatures-of ASCOE representatives in order to receive a waiver, the County Office will notify ASCOE in writing and include copies of the proposed waiver and any forms that would necessitate signatures prior to sending the waiver request to the state.

## ARTICLE XXV

### **SHARED CONTRACTS**

#### 25.1 General Provisions

- 25.1.1 Unit members, full-time as well as part-time, may apply for shared contract which means two (2) unit members sharing one (1) full-time position Form in Appendix J. The County Office shall have final determination on all issues of a Shared Contract.
- 25.1.2 The County Office recognizes that, under appropriate conditions, unit members involved in a shared contract assignment can provide consistent instruction and services to students and maintain effective working relationships with parents/care providers, County Office and district staff, and other agency personnel.
- 25.1.3 Salaries shall be computed on a FTE basis.
- 25.1.4 Fringe benefits shall be computed on a FTE basis with unit members being able to purchase, at their expense, the balance of the fringe benefits.
- 25.1.5 Sick leave shall be computed on a FTE basis.
- 25.1.6 Retirement shall be computed on a FTE basis as specified in the Education Code.
- 25.1.7 Teaching hours shall be determined consistent with Article XIII of the contract.
- 25.1.8 Step advancement and notice shall be consistent with Article XX of the contract. Step advancement for unit members in a shared contract shall be consistent with the practice used for part-time nurse and DIS unit members.
- 25.1.9 Full day substitutes will generally be provided when a unit member is absent.
- 25.1.10 The Human Resources Director will inform applicants of the effects that a shared contract will have on their retirement.

#### 25.2 Request For a Shared Contract

- 25.2.1 No later than March 1, the Human Resources Department shall notify employees of the need to file for a shared contract. Unit members wishing to enter into a shared contract assignment or to renew their shared contract shall file a proposal for a shared contract with the Human Resources Department no later than March 30th.
- 25.2.2 Shared contract proposal forms will be available through department principals. (See Appendix J for copy of form.)

#### 25.3 Proposal

- 25.3.1 The two unit members requesting a shared contract assignment and the principal in whose unit the assignment would occur shall develop, by March 30 of each year,

a written proposal which shall minimally address the following items, as appropriate:

- 25.3.1.1 Continuity of instruction and services for students enrolled in the potential shared contract assignment.
- 25.3.1.2 Staff development and training plan to ensure continuity of instruction and services.
- 25.3.1.3 Responsibilities for developing instructional program.
- 25.3.1.4 Responsibilities and method(s) of communication
  - Home/school
  - Unit team and county office staff
  - District personnel
  - Other agency personnel
- 25.3.1.5 Meeting attendance such as:
  - IEP meetings
  - Parent conferences
  - Unit meetings
  - Minimum day inservices
- 25.3.1.6 Responsibilities for maintenance of records, such as:
  - Assessment reports
  - Parent conferences
  - Cum folders/other confidential reports
- 25.3.1.7 Purchasing and budget expenditures.
- 25.3.1.8 Precise percentage of split position and benefits, including schedule of work days.
- 25.3.1.9 Request for unpaid leave for that percentage of position that each unit member will not work if shared contract. proposal is approved for next school year.
- 25.3.1.10 The beginning and ending dates of the shared contract.

#### 25.4 Proposal Evaluation

- 25.4.1 Appropriate Department shall evaluate each proposal in regards to:
  - 25.4.1.1 The degree of expressed long-term commitment to a shared contract assignment by requesting unit members.
  - 25.4.1.2 The degree of continuity of instruction and services to students.
  - 25.4.1.3 The availability of resources to provide the identified staff development and training programs.

25.4.1.4 The feasibility of implementing communication, meeting attendance, maintenance of records, and budget expenditures.

25.5 Notification

25.5.1 No later than May 1, unit members who have applied for a shared contract position shall be notified if their request has been granted.

25.5.2 Unit members whose shared contract request has been denied shall receive a written response explaining the reason for denial. Upon request, the department director or designee shall discuss the denial with the unit member within five working days. An Association representative has the right to attend this meeting at the request of the unit member.

25.6 Return to Original Position

25.6.1 If at the end of a school year, one unit member involved in a shared contract resigns or returns to the original percentage position, the other unit member must either:

25.6.1.1 Return to his/her original percentage position or

25.6.1.2 Enter into a shared contract with another unit member. Such shared contract must be approved pursuant to the procedure specified in this article.

25.6.2 If during the course of a school year, a unit member leaves a shared contract position due to an emergency, the shared contract position will continue if an acceptable long term substitute can be found to fill the vacant shared position.

## ARTICLE XXVI

### **PEER ASSISTANCE AND REVIEW PROGRAM**

#### 26.1 Purpose

It is the intent of the Association and County Office to establish a Peer Assistance and Review Program (PAR) that enables exemplary teachers to assist teachers in need of professional development. The focus of this program is to improve instruction, including subject matter knowledge, strategies, and methods. This program is part of a coordinated effort by the Association and the County Office to train, strengthen and retain employees.

#### 26.2 Definitions

26.2.1 “Classroom Teacher” is defined for the purposes of this agreement as a unit member of the certificated unit member who provides direct classroom instruction initially excluding DIS unit member.

26.2.2 “Consulting Teacher” means a certificated unit member who provides direct classroom instruction initially excluding DIS unit member.

26.2.3 “Evaluator” means the certificated administrator appointed by the Superintendent to evaluate a certificated teacher.

26.2.4 “New Participating Teacher” means any unit member who qualifies under 26.2.1 with probationary or temporary status.

26.2.5 “Referred Participating Teacher” means any permanent unit member of the certificated unit as defined in 2.1 who has been referred to the Peer Assistance Program because his/her final performance evaluation contained a general unsatisfactory rating in the area of teaching methods and/or instruction.

26.2.6 “Voluntary Participating Teacher” means any unit member not excluded by 26.2.1 who voluntarily participates in the Peer Assistance Program.

26.2.7 The “Joint Panel” means a group of individuals approved by the Superintendent and Association to administer the PAR Program.

#### 26.3 Components and Duties of the Joint Panel

26.3.1 The Joint Panel shall consist of five (5) members: three (3) permanent certificated classroom teachers who are selected by the Association and two (2) members chosen by the Superintendent. One alternate each will be appointed or renewed annually by the Association and the Superintendent. They will participate in training and organizational meetings and will be available to replace absent panel members. An alternate replacing a panel member for less than one half term may be reappointed for a full term. The initial term for two (2) teacher members and one (1) Superintendent's member of the Joint Panel shall be two (2) years for one term cycle. For the purposes of the length of term, the initial terms will start on July 1 through June 30. Subsequent terms for all members shall be two (2) years,

except initial three (3) year appointments. A panel member's term shall be no more than two (2) years. Panel members must be off the panel for at least one year before being reselected.

- 26.3.2 The PAR Joint Panel shall make all decisions through consensus for appointments, reports and recommendations to the Superintendent, and program plans and budgets. Every effort will be made to reach consensus. Failing consensus, decisions will be made by a majority vote. Four (4) of the five (5) Joint Panel members will constitute a quorum for the purposes of meeting and conducting business.
- 26.3.3 The PAR Joint Panel shall establish its own meeting schedule. Such meetings shall take place during the regular workday. Unit members who are members of the joint Panel shall receive \$50.00 per hour for meetings attended. Meetings which result in compensation for more than ten hours in any school year shall be approved in advance by the Director of Human Resources. Any funds that remain after paying the required stipends shall be used to provide professional development.
- 26.3.4 The PAR Joint Panel shall be responsible for the following:
  - 26.3.4.1 Providing annual training for the Joint Panel members.
  - 2.63.4.2 Adopting rules and procedures to effect the provisions of this Article, including but not limited to a method for selecting a Chair and another person to take and maintain meeting minutes. Said rules and procedures will be consistent with the provisions of this Agreement and to the extent there is inconsistency, the Agreement will prevail.
  - 26.3.4.3 Establishing application procedures for Consulting Teachers. 26.3.4.4 Selecting the panel of Consulting Teachers.
  - 26.3.4.5 Providing training for Consulting Teachers prior to the Consulting Teachers' participation in the program.
  - 26.3.4.6 Selecting trainers and/or training providers, which may include the County Office, University, CTA Staff and/or private consultation.
  - 26.3.4.7 Receiving written notification from the Superintendent on or before June 1 of any unit members requiring participation in the Peer Assistance Program. Making available the list of Consulting Teachers for selection by the Participating Teachers. Communicating to the principal the name of participating teacher and consulting teacher.
  - 26.3.4.8 Distributing at the beginning of each year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
  - 26.3.4.9 Reviewing the final report prepared by the Consulting Teacher.
  - 26.3.4.10 Making recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the Peer Assistance Program by April 15. The recommendation is to consist of:

- 26.3.4.10.1 Referred Participating Teacher's name.
- 26.3.4.10.2 Referred Participating Teacher did or did not participate fully in the Peer Assistance Program and one (1) of the following:
- 26.3.4.10.3 Is making progress and continued participation in the Peer Assistance Program is recommended; or
- 26.3.4.10.4 Made significant progress and continued participation in the Peer Assistance Program is not needed; or
- 26.3.4.10.5 Made limited or no progress in the Peer Assistance Program and is not recommended for continued participation in the Peer Assistance Program.
- 26.3.4.11 Evaluating annually the impact of the Peer Assistance Program in order to improve the program.
- 26.3.4.12 Developing the budget for the Peer Assistance Program.
- 26.3.4.13 Planning staff development activities for the Peer Assistance Program with year-end carryover funds.

#### 26.4 Confidentiality

- 26.4.1 All Peer Assistance and Review materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:
  - 26.4.1.1 In response to subpoena or order of the court;
  - 26.4.1.2 The final report may be used by the district in any employment action based upon the instructional performance.

#### 26.5 Referred Participating Teacher

- 26.5.1 The Joint Panel shall provide Referred Teachers with names of available Consulting Teachers. The Referred Teacher may indicate which Consulting Teacher he/she prefers. The Panel will attempt to honor preferences and reserves the right to select the Consulting Teacher. The Panel may select a different Consulting Teacher at any time within the first six (6) weeks of the process, at the request of either the Consulting Teacher or the Participating Teacher. The Participating Teacher shall be allowed only one change per year.
- 26.5.2 A Consulting Teacher shall not participate in the formal evaluation of any Referred Participating teacher.
- 26.5.3 A Participating Teacher maintains the right to be represented throughout these procedures by an Association Representative.

## 26.6 Volunteer Participating Teacher

- 26.6.1 The purpose of participating in the Peer Assistance Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of any Volunteer Participating Teacher.
- 26.6.2 The Volunteer Participating Teacher may submit a request to the joint Panel to participate in the Peer Assistance Program. The Consulting Teacher and the Volunteer Teacher shall meet to establish goals and develop a plan to meet his/her needs.
- 26.6.3 The Consulting Teacher shall not prepare any written report regarding a Volunteer Participating Teacher.
- 26.6.4 A Volunteer Participating Teacher may terminate his/her participation in the Peer Assistance Program at any time. Terminating participation will not be reflected in any evaluation or any report.
- 26.6.5 All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the principal, the evaluator, or the Joint Panel.

## 26.7 New Participating Teacher

- 26.7.1 The purpose of participation in the Peer Assistance Program is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the New Participating Teacher.
- 26.7.2 The New Participating Teacher may put in a request to the Joint Panel to participate in the Peer Assistance Program. The Consulting Teacher and the new Participating Teacher shall meet to establish goals and develop a plan to meet his/her needs.
- 26.7.3 The Consulting Teacher shall not prepare any written report regarding a New Participating Teacher, other than a log of dates and times of meetings.
- 26.7.4 A New Participating Teacher may terminate his or her participating in the Peer Assistance Program at any time. Terminating participation will not be reflected in any evaluation or any report.
- 26.7.5 All communication between the Consulting Teacher and a New Participating Teacher shall be confidential and without the written consent of the New Participating Teacher shall not be shared with others, including the region principal, the evaluator and/or the Joint Committee.

## 26.8 Consulting Teacher

The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures developed by the joint Panel, provided that the following shall constitute minimum qualifications: credential classroom teacher with permanent status with at least three (3) years consecutive teacher experience; substantial recent experience in direct classroom instruction; and demonstrated exemplary teacher ability, as indicated by effective oral and written communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. A Consulting Teacher cannot be a member of the Joint Panel.

- 26.8.1 Consulting Teacher positions shall be filled by the posting of the position by the County Office. Each applicant is required to submit a completed application. All applications shall be treated with confidentiality and they shall not be placed in a Consulting Teacher's personnel file. The Joint Panel procedures for selecting Consulting Teachers shall include provisions for classroom observation of the Consulting Teacher candidates. Consulting Teachers shall be selected by the joint Panel after a minimum of two (2) representatives of the joint Panel have conducted a classroom observation and an interview with each of the candidates. At least one teacher and one administrator from the joint Panel shall participate in the classroom observations.
- 26.8.2 A Consulting Teacher shall be provided release time as determined by the Joint Panel. The term of the Consulting Teacher shall be two (2) years and she/he may not serve in the position for more than two (2) consecutive terms.
- 26.8.3 Functions performed pursuant to this Article by unit members shall not constitute either management or supervisory functions. The Consulting Teachers shall retain all rights of unit members.
- 26.8.4 Consulting Teachers who work in a full time classroom assignment shall have the responsibility of no more than one (1) Referred Participating Teacher, or no more than three (3) Volunteer Participating and/or New Participating at one time.
- 26.8.5 Consulting Teachers working in a full-time classroom assignment shall receive stipends as follows:
  - 26.8.5.1 \$1,000 per year (prorated by semester) for working with year New Participating and/or Volunteer Participating Teacher.
  - 26.8.5.2 \$3,000 per year for working with a Referred Participating Teacher.
- 26.8.6 Consulting Teacher shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, and referring, or by other activities which in their professional judgment will assist the participating teacher.
- 26.8.7 The Consulting Teacher shall meet with Referred Participating Teachers to: discuss the Peer Assistance Program; establish mutually agreed upon goals and objectives; develop a plan to meet their needs. The Consulting Teacher shall log dates and times of meetings with Volunteer Participating and New Participating Teachers.

- 26.8.8 The Consulting Teacher shall meet with Volunteer Participating and New Participating teachers to establish mutually agreed upon goals and objectives and develop a plan to meet their needs. The Consulting Teacher shall log dates and times of meetings with Volunteer Participating and New Participating Teachers.
- 26.8.9 The Consulting Teacher shall log the dates, times and instructional area worked on with the Referred Participating Teacher and shall provide periodic written feedback to the Referred Teacher for discussion and review.
- 26.8.10 The Consulting Teacher's final written report shall make recommendations to the joint Panel in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
- 26.8.10.1 Is making progress and continued participation in the Peer Assistance Program is recommended; or
  - 26.8.10.2 Made significant progress and continued participation in the Peer Assistance Program is not needed; or
  - 26.8.10.3 Made limited or no progress in the Peer Assistance Program and it is not recommended to continue in the Program.
- 26.8.11 The Consulting Teacher shall submit the written report to the Referred Participating Teacher to receive his or her input and signature before the Consulting Teacher submits it to the Joint Panel by the last working day in March. The Referred Participating Teacher's signature does not mean agreement, but rather that she/he has received a copy of the report. The Referred Participating Teacher shall have the right to submit a written response, within ten (10) working days and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Panel before April 15 and to be represented at this meeting by the Association Representative of his or her choice.
- 26.9 The results of the Referred Participating Teacher's participation in the Peer Assistance Program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Participating Teacher.
- 26.10 Functions performed by unit members under this document shall not constitute either management or supervisory functions.
- 26.11 Unit members who perform functions as Consulting Teachers or Joint Panel members under this Article shall have the same protection from liability and access to defense as other bargaining unit members.
- 26.12 Budget for Peer Assistance Program
- 26.12.1 Each school year and every school year the Joint Panel shall develop the budget.

- 26.12.2 The budget for the Peer Assistance Program shall not in any one year exceed the funding allocation for that year and any carryover funds.
- 26.12.3 Any and all funds remaining in the Peer Assistance Program at the end of a fiscal year may be allocated for the purpose of staff development as outlined in Section 3.4.13 of this Agreement governing responsibilities of the Joint Panel and per Ed. Code 44506.

## **ARTICLE XXVII**

### **DISCIPLINE**

- 27.1 No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline.
- 27.2 Discipline for purposes of this article shall mean oral or written reprimands and suspension without pay. The provisions set forth below shall not preclude the County Office from suspending a unit member with or without pay if such provision exists within the Education Code Sections under which the unit member is charged.
- 27.3 When a unit member is to be disciplined, oral reprimands will normally precede written reprimands and written reprimands will normally precede suspensions without pay.
- 27.4 Suspension Without Pay
- 27.4.1 When a unit member is to be suspended without pay, the Superintendent or his/her designee shall prepared a written notice of intent to take disciplinary action which shall contain the specific information which is the basis for the proposed disciplinary action. Such action shall not include incompetence or unprofessional conduct.
- 27.4.2 The written notice shall offer the unit member an opportunity to meet with the Superintendent or his/her designee to discuss the proposed disciplinary action. The unit member shall have the right to union representation at all stages of the proceedings including the meeting with the Superintendent and/or his designee.
- 27.4.3 If the Superintendent or his/her designee decides to proceed with the proposed disciplinary action, written charges shall be prepared and served on the unit member. Included with the written notice, shall be written notice advising the unit member of his/her right to a hearing to appeal such charges. The unit member shall have fifteen (15) calendar days (from the date of service or postmark of the notice if mailed), in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or his designee within the fifteen (15) day period. A card shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing.
- 27.4.4 The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
- 27.4.5 The written statement of charges shall also include notice of the recommended discipline.
- 27.4.6 If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.

27.5 Suspension without pay under this procedure shall not exceed fifteen (15) work days.

27.6 Hearing

27.6.1 Upon timely request for a hearing, the County Office shall immediately request a list of hearing officers/arbitrators from the State Conciliation and Mediation Service. The person who shall conduct the hearing shall be selected by alternately striking names from the list supplied by the service. The order of striking will be determined by mutual agreement between the Superintendent or his designee and the unit member or by the flip of a coin.

27.6.2 The hearing officer shall be selected within fifteen (15) days of receipt of the list of hearing officers/arbitrators obtained from the State Conciliation and Mediation Service.

27.6.3 The decision of the hearing officer shall be in writing and shall be final and binding on all parties.

27.6.4 All issues and defenses regarding the charges, the penalty, and procedure must be raised before the hearing officer at the hearing.

27.6.5 The costs for such hearing officer, if any, shall be split between the parties.

27.6.6 The hearing officer shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.

27.6.7 Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representative.

27.6.8 Such hearing shall not be open to the public.

27.6.9 A court reporter shall be present at the hearing at the request of either party or the hearing officer. The costs shall be split between the parties unless requested by one of the parties. Each party shall pay for its own transcript if such is requested.

27.7 Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

## **ARTICLE XXVIII**

### **STATUTORY CHANGES**

- 28.1 Improvements in unit member benefits which are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement if mandatory by such legislation.
- 28.2 Reduction or elimination of unit member benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of such amendment to negotiate for the purposes of considering restoring such benefits in this Agreement.

## **ARTICLE XXIX**

### **SAVINGS PROVISION**

- 29.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will be deemed void and invalid except as to any provision permitted by law and such other provisions will continue in full force and effect.

## ARTICLE XXX

### CONCERTED ACTIVITIES

- 30.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or other interference with the operations of this County Office by the Association or by its officers, agents, or unit members during the term of this Agreement.
- 30.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the County Office by unit members who are represented by the Association, the Association agrees to advise and direct those unit members to cease such action. It is agreed and understood that any unit member violating this Article may be subject to discipline or discharge by County Office.
- 30.3 It is understood that County Office shall be entitled to withdraw any privileges or services provided for in this Agreement or in County Office to any unit member or unit member organization that violates this Agreement.
- 30.4 This Article is suspended in connection with any reopeners following exhaustion of bargaining and impasse obligations.

## **ARTICLE XXXI**

### **EFFECT OF AGREEMENT**

- 31.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over County Office practices and procedures and over State laws to the extent permitted by State law.

## ARTICLE XXXII

### CLASS SIZE

- 32.1 Class size/caseload size will not exceed limits prescribed by the law governing the program, or the SELPA operation standards.
- 32.2 Class/caseload size in Special Education will not exceed two (2) over the funding model class size loading standard (student/teacher ratio) in the 6-22 and the preschool program generated by SCOE without a consultation between the teacher and the principal. (Ex.: Current loading standard of 10 students to 1 teacher, 13 would trigger consultation.) An exception to this would be the Head Start co-located program where class size/caseload may be 15 students divided between multiple sites served by a Head Start teacher. Funding model class size loading standards will be provided in writing by SCOE at the beginning of each school year. Any concern that cannot be addressed through this consultation will be taken to the problem solving process.
- 32.3 Court school classes will be determined by the Unfair Labor Practice settlement and amendments. The parties agree that negotiations will occur before changes to the Court School Program. (See Appendix L)
- 32.3.1 Initial loading of community school classes and independent study will be twenty-five (25) students per class. Community school class size will, as much as possible, maintain an ADA of twenty (20) per attendance period. Home study programs will, as much as possible, maintain an ADA of twenty-four (24) per attendance period.
- 32.3.2 Factors to be considered in the determination of class size are instructional strategies, student population, gang involvement and activity, number of students with special education needs, ages, number of ELL students, level of instructional aide support, extra duties expected of the teacher, facilities, enrollment patterns, and other pertinent factors. Class size will be consistent with State law and applicable regulations.
- 32.3.3 If circumstances require adjustment in class size/caseload, a consultation will be held with the teacher(s) involved and the principal. Any class size/caseload concerns that cannot be resolved through consultation can be taken to the problem solving process.
- 32.4 DIS (Sp/Lang, Nurse, DHOH, VI, etc.) caseload will be determined, based on legal and SELPA guidelines, through a collaborative staff process involving the program manager. Any caseload concerns that cannot be resolved through this process can be taken to the problem solving process.
- 32.4.1 Loading standard in:
- |                 |  |
|-----------------|--|
| Sp/Lang.....    | 55   |
| DHOH.....       | Resource Class 8-10, Itinerant 8-24                          |
| VI/O and M..... | Resource Class 8-12, Itinerant 8-20<br>(State Standard 8-12) |
| Nurses .....    | 150  |
| APE .....       | Based on Class Model using factors in 32.6                   |

Pre-School Sp/Language ..... Limited to 40 by statute

RSP ..... Caseload limited to 28 by statute

- 32.5 If circumstances require adjustment in class size/caseload, a consultation will be held with the teacher(s) involved and the principal. Any caseload concerns that cannot be resolved through consultation can be taken to the problem solving process.
- 32.6 Adjustment in class size/caseload will be made when the range and severity of handicapping conditions, ages, behavioral variables, distance of travel, number of contact hours on IEP, model of service (direct, collaborative, consultation) or other conditions interfere with effective classroom/caseload management and instruction. In APE, the size of the groups or classes shall also be considered a factor.
- 32.7 Teachers may, at their choice, use the class size/caseload report form (Appendix K) to convey concerns to their immediate supervisor whenever the class size or composition presents serious concerns related to safety or effective instruction, as well as in the instance of high number of students. Discussion of class size/caseload issues will be incorporated into the regular regional/staff meeting agendas.

- 32.7.1 **Informal Step:** If a unit member has reasons to believe that he/she needs class size/caseload relief, he/she will register the concern in writing with their immediate supervisor. The member may use the class size/caseload report form (Appendix L) if they wish.

The supervisor will arrange for a review by:

- a) the unit member
- b) the program supervisor
- c) and/or other knowledgeable staff deemed appropriate by the supervisor or requested by the unit member.

The intent of this meeting is to resolve the problem in a collaborative manner. The unit member may choose to bring an ASCOE representative to this meeting.

- 32.7.2 **Problem solving process:** If the Unit member, immediate supervisor cannot reach a mutually agreeable resolution at the scheduled meeting, the unit member may forward the concern, using the class size / caseload report form, to the appropriate program director/assistant superintendent for further review. The unit member will be entitled to meet with the program director/assistant superintendent, accompanied by an ASCOE representative if they so choose, within five days of the program director/assistant superintendent's receipt of the form.

Administration will work with the teacher to resolve the problem in the most expeditious fashion, responding to the concern in writing within five days of the meeting.

- 32.7.3 If mutually agreeable resolution is not achieved, the matter will be referred to the Superintendent's Forum.

- 32.8 Teachers may involve ASCOE at any step of the process.

**ARTICLE XXXIII**

**COMPLETION OF MEET AND NEGOTIATION**

This Agreement, as amended, shall remain in full force and effect from July 1, 2010 through June 30, 2013, unless a federal directive mandates a change in a mandatory subject of bargaining.

County Office:  
Sperrington

Association:  
Christine Michondo  
Celest

Date: 8/22/11

**APPENDIX A1**

ASSOCIATION OF SONOMA COUNTY EDUCATORS  
AND  
SONOMA COUNTY OFFICE OF EDUCATION

**GRIEVANCE PROCESSING FORM**  
**LEVEL 1**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Program/Site: \_\_\_\_\_

State the nature of the grievance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date and time of alleged violation: \_\_\_\_\_ / \_\_\_\_\_  
(Date) (Time)

By whom was the alleged violation committed? \_\_\_\_\_  
\_\_\_\_\_

Relevant contract article(s) / section(s): \_\_\_\_\_  
\_\_\_\_\_

Alleged adverse effect:  
\_\_\_\_\_  
\_\_\_\_\_

Remedy requested:  
\_\_\_\_\_  
\_\_\_\_\_

Decision of Level I:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Administrator's Signature  
\_\_\_\_\_  
Time / Date

**APPENDIX A2**

ASSOCIATION OF SONOMA COUNTY EDUCATORS  
AND  
SONOMA COUNTY OFFICE OF EDUCATION

**GRIEVANCE PROCESSING FORM**  
**LEVEL 2**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Program/Site: \_\_\_\_\_

The attached grievance has not been satisfactorily resolved for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Decision of the Superintendent or designee (level 2):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Superintendent or Designee's Signature

\_\_\_\_\_/\_\_\_\_\_

Date

Time



APPENDIX B2

**Catastrophic Leave Request Form for Participating  
ASCOE Members**

Name: \_\_\_\_\_

Number of days requested: \_\_\_\_\_

Date Beginning: \_\_\_\_\_

Date Ending: \_\_\_\_\_

Qualifying Reason:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval Signature of  
Superintendent/Designee

\_\_\_\_\_  
Date

*Revised forms being developed*

APPENDIX C

**Hazard Report**

*Sonoma County Office of Education*

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Department/Division \_\_\_\_\_

I would like to report what I believe to be a potential hazard that could cause employee injury, illness or death, damage to County Office property, or injury to a public patron on County Office property.

The hazard is: *(specify potential hazard in detail; use additional sheets if necessary)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The location of the hazard is: *(be specific; include the room number, name of site, etc.)* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I suggest the following corrective action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: *(optional)* \_\_\_\_\_

**For Supervisor's Use Only**

Record of supervisor analysis and/or corrective action taken within five (5) days: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Supervisor's signature \_\_\_\_\_ Date \_\_\_\_\_

**For Business Services Use Only**

Reviewed by  Director of Environmental Safety and Health  Safety Committee

Action taken \_\_\_\_\_

**APPENDIX D**

**CLASSES OF DISPLACEMENT DUE TO SPECIAL  
EDUCATION REORGANIZATION**

	Date Displaced	Probationary (24 mo.)	Permanent (39 mo.)	18 Month	Need Written Notice of Every SCOE Position Including Spec. Ed., SELPA and Court and Community	Right of Refusal Priority	Date of Hire Credentials
<b>#1</b> a. Layed off; got job elsewhere.						<b>#1</b> Equal hire-back by seniority and credentials	
b. Left SCOE to follow class.						<b>#1</b> Equal hire-back by seniority and credentials	
c. Left department to work for other department within SCOE due to reorganization.						<b>#2</b>	
d. Involuntarily or voluntarily transferred within department do to reorganization.						<b>#3</b>	
e. Contract/Non-MOU							

APPENDIX E

Certificated Employee
Sonoma County Office of Education

Evaluation Period: \_\_\_\_\_ to \_\_\_\_\_

Summative Performance Appraisal

Certificated

Employee \_\_\_\_\_ Job Title \_\_\_\_\_

Evaluator \_\_\_\_\_ Job Title \_\_\_\_\_

PURPOSE: The appraisal procedure is a cooperative process designed to:

- Promote the achievement of goals and objectives of the County Office and its programs;
Provide a process of two-way communication to evaluate the performance of staff;
Clarify abilities and specific indicators most critical to job performance;
Offer suggestions and direction regarding desired performance and improvement;
Increase employee/supervisor understanding of job performance;
Meet legal mandates and obtain data for decisions regarding employment status;
Provide a formal method of recognizing staff achievement and growth.

REQUIREMENTS:

Refer to SCOE Policies & Procedures Manual (Section 4150), Bargaining Agreement (Article XVII) and Education Code 44660 et seq

- The review of evaluation criteria and the development of a individual growth plan must be completed by October 15;
Two 30-minute observations are required;
The first observation requires 24-hour advance notification, other observations do not require advance notification;
A post-observation conference must be held within 5 work days of the first observation; conferences following other observations are held at the request of the evaluator or the employee within 10 work days of the observation;
Evaluator must develop a performance improvement plan no later than March 30 if an employee's practice does not meet standards;
Summative evaluation and content discussion must be completed by May 1.

TIMELINE:

Table with 3 columns: Activity, Date, and Recommendation. Rows include Group Orientation, Formative Conference/Professional Growth Plan, First Pre-Observation Conference, First 30-minute Observation, First Post-Observation Conference, Second 30-minute Observation, Informal Observation(s), and Summative Evaluation Conference.

INFORMATION SOURCES USED:

- Observation Recording Form
Peer Feedback
Other
Professional Goals (required, by October 15)
Performance Improvement Plan (if required, by March 30)
Professional Portfolio

ASSIGNMENT INFORMATION:

Employment Status permanent probationary temporary full-time job-share part-time

Number of: Students served Teaching Assistants Others

- Students Served: court, community, general education, learning handicapped, severely handicapped, full inclusion
communicatively handicapped, physically handicapped (VI, DHOH, OH), seriously emotionally disturbed, resource specialist program, community-based instruction, other
Age Level(s): infants & toddlers, preschool, elementary, middle school, secondary, transition

School site(s)/work site(s), may attach schedule

Explanation of special circumstances impacting evaluation, if any

## APPENDIX E

	<u>Meets Criteria</u>	<u>Does not Meet Criteria</u>	<u>Does Not Apply</u>
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**1.00 STUDENT PROGRESS**

The progress of students toward the established standards of expected achievement of each grade/ability in each area of study.

1.01 Assesses current level of functioning to determine needs .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.02 Collaborates with support staff, students and parents on objectives .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.03 Writes objectives that are measurable, observable and verifiable .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.04 Makes recommendations requiring additional specialized programs or services .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.05 Monitors, records and evaluates progress toward goals and objectives .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.06 Modifies education plan as needed to meet goals .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.07 Uses established criteria to measure progress .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.08 Maintains student, staff, parent and agency confidentially .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: *(Comments are recommended; explanation is required for each "Does Not Meet Criteria" rating.)*

**2.00 INSTRUCTIONAL TECHNIQUES AND STRATEGIES**

The instructional techniques and strategies used by the employee.

2.01 Plans, adapts and conducts instruction to meet learning needs .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.02 Organizes and manages social elements of the educational setting .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.03 Uses instructional time effectively .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.04 Uses a variety of effective and research-based practices .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.05 Collaborates with other agency and support staff .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.06 Assigns and directs others in implementing goals and objectives .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.07 Adapts, modifies or integrates available technology resources to meet needs of students .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.08 Communicates information clearly and concisely in oral and written form .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.09 Facilitates or plans student/peer support and interactions .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: *(Comments are recommended; explanation is required for each "Does Not Meet Criteria" rating.)*

## APPENDIX E

		<u>Meets Criteria</u>	<u>Does not Meet Criteria</u>	<u>Does Not Apply</u>
<b>3.00 CURRICULUM</b>				
Adheres to curricular objectives.				
3.01	Integrates the general education curricula into the educational program of students .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.02	Integrates the demands of student environments with individualized materials and strategies .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.03	Demonstrates knowledge of state frameworks appropriate to the students' skill level .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.04	Selects curricula and subject matter related to the educational plans of students .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.05	Modifies curricula areas to meet student needs .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: <i>(Comments are recommended; explanation is required for each "Does Not Meet Criteria" rating.)</i>				

### 4.00 LEARNING ENVIRONMENT

Establishment and maintenance of suitable learning environment within scope of employee's responsibilities.

4.01	Monitors, manages and organizes the materials, equipment and environment .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.02	Follows legal mandates and established safety and health guidelines .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.03	Documents student behaviors based on established procedures and/or legal requirements .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.04	Maintains control or and reinforces positive student behavior appropriately and consistently .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.05	Promotes mutual respect and cooperation among students .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.06	Meets daily and weekly attendance requirements and observes work hours and rules .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.07	Adheres to the established programs, procedures, and protocols of county office, district, community and agency .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.08	Informs individuals and agencies of issues in a timely manner .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.09	Conducts/facilitates classroom observations, visitations and conferences .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.10	Maintains regular contact with appropriate district/agency personnel to keep them informed and to respond to their needs .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: *(Comments are recommended; explanation is required for each "Does Not Meet Criteria" rating.)*

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**STRENGTHS OF EMPLOYEE**

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**RECOMMENDATIONS (OPTIONAL)**

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**EMPLOYEE COMMENTS**

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**SIGNATURES**

Evaluator \_\_\_\_\_ Date \_\_\_\_\_

Employee \_\_\_\_\_ Date \_\_\_\_\_  
(Signature indicates receipt of appraisal and not necessarily agreement)

Director(s) \_\_\_\_\_ Date \_\_\_\_\_

Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

Superintendent or designee \_\_\_\_\_ Date \_\_\_\_\_

**Return form to Human Resources by May 15**

APPENDIX E

Professional Goals (required)

Sonoma County Office of Education

Employee \_\_\_\_\_ Evaluator \_\_\_\_\_

School Year \_\_\_\_\_ Date of First Conference \_\_\_\_\_

Credential licensure requirements pending: Number of required professional growth hours \_\_\_\_\_

See Article XX, Section 6

Please identify at least one individual goal for the year. This goal may come from the following list, areas 1 through 4 of the Summative Performance Evaluation, or any other area that is chosen and agreed upon. Possible goal areas:

- attend conferences, workshops or inservices;
- develop inservices or workshops;
- participate on committees;
- network with other professionals;
- develop and adapt curriculum;
- develop an assessment tool;
- read current professional literature.

Goal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's strategies, activities or steps to meet goal check or completion date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Administrator's support, activities or steps to assist employee in meeting goal check or completion date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Summary (To be completed at the final conference)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

APPENDIX E

**Performance Improvement Plan (may be required)**

*Sonoma County Office of Education*

Employee \_\_\_\_\_ Job Title \_\_\_\_\_

Evaluator \_\_\_\_\_ Title \_\_\_\_\_

**See Article XVII, Section 2.3.2**

1. Description of performance discrepancy: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Description of acceptable performance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Description of specific assistance and resources to be provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Specific evaluative criteria and timelines for improvement

Date: \_\_\_\_\_ Evaluative criteria: \_\_\_\_\_

Date: \_\_\_\_\_ Evaluative criteria: \_\_\_\_\_

Date: \_\_\_\_\_ Evaluative criteria: \_\_\_\_\_

5. Schedule for progress report conferences:

Date: \_\_\_\_\_ Outcome: \_\_\_\_\_

Date: \_\_\_\_\_ Outcome: \_\_\_\_\_

Date: \_\_\_\_\_ Outcome: \_\_\_\_\_

6. Employee comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

APPENDIX E

**Professional Portfolio (optional)**

*Sonoma County Office of Education*

Employee \_\_\_\_\_ Evaluator \_\_\_\_\_

School Year \_\_\_\_\_ Date of First Conference \_\_\_\_\_

**PORTFOLIO (Optional)**

<b>Feedback Forms Available</b>	<b>Check if used/received</b>	<b>Date put in folder</b>
Peer Feedback	_____	_____
Client Feedback Form	_____	_____
Letter of Acknowledgement	_____	_____
Letter of Special Contribution	_____	_____
Letter of Special Activity	_____	_____

**SPECIAL CONTRIBUTIONS AND ACTIVITIES (Optional)**

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APPENDIX E

**Paper Feedback (optional)**

*Sonoma County Office of Education*

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Date \_\_\_\_\_

Employee \_\_\_\_\_ Peer \_\_\_\_\_

Job Title \_\_\_\_\_ Title/Position \_\_\_\_\_

You have been chosen by the above employee to comment on her/his performance and professionalism in the following areas, as witnessed in your relationship with them during the course of the school year. These comments will be kept by the employee in a portfolio separate from the evaluation summary. Please write a brief statement in each applicable area as it pertains to the above certificated employee:

1. Works toward established standards of pupil achievement in each grade and ability level of the student.

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2. Instructional techniques and strategies used by the employee.

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3. Specific adherence to curricular objectives.

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4. Learning environments and experiences that are provided by the employee.

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5. Cooperative working relationships and communication with the staff personnel and various agencies.

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6. Health and safety needs identified and met in accordance with required duties and responsibilities.

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APPENDIX E

**Observation Guide (optional)**

*Sonoma County Office of Education*

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**CIRCLE ONE**

Taught to IEP objectives	Y	N	NA
Used acceptable teaching/learning principles	Y	N	NA
Instructional presentation was organized and effective	Y	N	NA
Monitored for students understanding	Y	N	NA
Adapted instruction to student levels	Y	N	NA
Adult/student interaction was frequent and positive	Y	N	NA
Learning theory principals were used to manage student behavior	Y	N	NA
Was evidence of lesson/activity preparation	Y	N	NA
Transition times were efficient	Y	N	NA
Time on task was maximized	Y	N	NA
Handled unforeseen events effectively	Y	N	NA
Student health and safety maintained	Y	N	NA
Physical environment conducive to learning	Y	N	NA
Feeling tone was positive	Y	N	NA

Commendations/recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



2007-2008																																			
Sonoma County Superintendent of Schools																																			
Certificated Salary Schedule																																			
PERMIT TEACHER																																			
Effective July 1, 2007																																			
(182 Workdays)																																			
YRS	1	MONTHLY	DAILY	HOURLY	2	MONTHLY	DAILY	HOURLY	3	MONTHLY	DAILY	HOURLY	4	MONTHLY	DAILY	HOURLY	5																		
	0-59	RATE	RATE	RATE	60-AB	RATE	RATE	RATE	AB	RATE	RATE	RATE	AB+15	RATE	RATE	RATE	AB+30																		
	ANNUAL				ANNUAL				ANNUAL				ANNUAL				ANNUAL																		
1	23,899.00	2,389.90	131.31	17.51	25,094.00	2,509.40	137.88	18.38	26,290.00	2,629.00	144.45	19.26	27,484.00	2,748.40	151.01	20.13	28,680.00																		
2	25,094.00	2,509.40	137.88	18.38	26,290.00	2,629.00	144.45	19.26	27,484.00	2,748.40	151.01	20.13	28,680.00	2,868.00	157.58	21.01	29,875.00																		
3	26,290.00	2,629.00	144.45	19.26	27,484.00	2,748.40	151.01	20.13	28,680.00	2,868.00	157.58	21.01	29,875.00	2,987.50	164.15	21.89	31,070.00																		
4	27,484.00	2,748.40	151.01	20.13	28,680.00	2,868.00	157.58	21.01	29,875.00	2,987.50	164.15	21.89	31,070.00	3,107.00	170.71	22.76	32,264.00																		
5	28,680.00	2,868.00	157.58	21.01	29,875.00	2,987.50	164.15	21.89	31,070.00	3,107.00	170.71	22.76	32,264.00	3,226.40	177.27	23.64	33,459.00																		
6	29,875.00	2,987.50	164.15	21.89	31,070.00	3,107.00	170.71	22.76	32,264.00	3,226.40	177.27	23.64	33,459.00	3,345.90	183.84	24.51	34,653.00																		
7	XX				32,264.00	3,226.40	177.27	23.64	33,459.00	3,345.90	183.84	24.51	34,653.00	3,465.30	190.40	25.39	35,849.00																		
8	XX				XX				34,653.00	3,465.30	190.40	25.39	35,849.00	3,584.90	196.97	26.26	37,045.00																		
9	XX				XX				XX				37,045.00	3,704.50	203.54	27.14	38,239.00																		
10	XX				XX				XX				XX				39,434.00																		
\$500 ADDITIONAL FOR A MASTERS DEGREE. \$400 ADDITIONAL FOR A DOCTORATE.										(\$500 &/OR \$400 + ANNUAL RATE)/10 MO PD X FTE																									
NOTE 1: +3% NEGOTIATED SALARY COLA INCREASE							Effective July 1, 2006			Implemented July, 2006 PAYROLL																									
NOTE 2: +5% Negotiated Salary Increase							Retro February 1, 2008			Implemented June 30 2008 PAYROLL																									
LEGEND:									PREPARED BY:									APPROVED BY:																	
SCHEDULE 132T00									TERESA LOSH									DATED									JEFF HELLER								
ANNUAL																																			
MONTHS PAID PER YEAR				=				10																											
BASE HOURS PER DAY				=				7.5				REVIEWED BY:																							
BASE DAYS PER YEAR				=				182																											
									DAWN HOFF									DATED																	

## DECLARATION OF DOMESTIC PARTNERSHIP

### I. DECLARATION

We, \_\_\_\_\_ and \_\_\_\_\_, each Certify and  
(Employee prints name) (Domestic Partner prints name)  
Declare that we are domestic partners in accordance with the following criteria:

### II. STATUS

1. We reside together in the same residence and intend to do so indefinitely.
2. We are engaged in a committed relationship of mutual caring, support, and are jointly responsible for our common welfare and living expenses.
3. Neither of us has had a different domestic partner in the last six (6) months (this condition does not apply if you had a partner who died – if so, please indicate).
4. We are each other's sole domestic partner, and we intent to remain so indefinitely.
5. We are not related by blood to a degree of closeness that would prohibit legal marriage in the state of California.
6. We are both at least eighteen (18) years of age and mentally competent to consent to a contract.
7. We are not in this relationship solely for the purpose of obtaining benefits coverage.

### III. DEPENDENT CHILDREN OF DOMESTIC PARTNER

We understand that the dependent children of \_\_\_\_\_ are eligible for coverage under the same conditions as the children of employees and their spouses.

### IV. CHANGE OF DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Sonoma County Office of Education by filing a Declaration of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Declaration that would terminate this Declaration (i.e. death, change in residence, termination of partnership). We will notify the Sonoma county Office of Education within thirty (30) days of any such change.
2. We understand that the health care coverage for the non-employee domestic partner and, if applicable, his or her qualified children, will terminate effective the last day of the month in which the relationship ends, as indicated on the Declaration of Termination of Domestic Partnership, providing coverage has not otherwise already been terminated due to standard policy provisions.

### V. ACKNOWLEDGEMENTS

APPENDIX G1

1. We understand that a civil action may be brought against one or both of us for any losses (as well as attorney's fees and cost) due to any false statement contained in this Declaration or for failure to notify the Sonoma County Office of Education of changed circumstances as required by Section IV above. I, the undersigned employee, further understand that falsification of information in this Declaration, or failure to notify the Sonoma County Office of Education of changed circumstances pursuant to Section IV above, may lead to termination of health care coverage and disciplinary action against me, up to and including discharge from employment.
2. We have provided the information in the Declaration for use by the Sonoma County Office of Education for the sole purpose of determining eligibility for certain domestic partner benefits. We understand and agree that the Sonoma County Office of Education is not legally required to extend such benefits. We understand that the information provided in this Declaration will be treated as confidential by the Sonoma County Office of Education but will be subject to disclosure; a) upon the express written authorization or the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
3. We understand that this Declaration may have legal implication relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Declaration we should seek competent legal advice concerning such matters.

We affirm, under penalty of perjury, that the statements in this Declaration are true and correct.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Employee Signature      Date of Birth      Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_      \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Domestic Partner Signature      Date of Birth      Date

Employee and Domestic Partner Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DOMESTIC PARTNER AFFIDAVIT**

**DIRECTIONS: Check all the sections which apply and then sign and date.**

**File the original with the Human Resources Department, Sonoma County Office of Education, 5340 Skylane Blvd., Santa Rosa, CA 95403.**

The parties attest by their signature that a “domestic partnership” exist between them because: (Check all which apply)

- The two parties reside together and share the common necessity of life;
- The two parties are eighteen years or older, are not married to anyone, are not related by blood closer that would bar marriage in the State of California, and are mentally competent to consent to contract and are not under fraud or duress; and
- The two parties are each other’s sold domestic partner and are responsible for their common welfare.
- The parties attest that they have not been in another domestic partnership within the last six months.
- The parties attest that the party employed by the Sonoma County Office of Education provides 50% or more of the financial support of the other party to the domestic partnership.  
(This item does not determine whether a domestic partnership exists, but does impact the taxes which may be owed for employer paid premiums for the health benefits received by the domestic partner.)

By their signature the parties agree to notify SCOE in writing if there is any change of circumstances attested to in this affidavit.

I affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of my knowledge.

Print Name	Signature	Date
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Print Name	Signature	Date
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APPENDIX H

TEPS APPLICATION FORM

COURSES CONSIDERED FOR RECOMMENDATION

NAME \_\_\_\_\_ DATE \_\_\_\_\_  
          Last                      First                      Middle Initial

POSITION \_\_\_\_\_ DEPT \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ HOME ADDRESS \_\_\_\_\_  
    Business \_\_\_\_\_  
    Home \_\_\_\_\_

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**COURSES**

(If a non-credit course, state hours required)

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Institution Granting Credit	No. & Course Title	Course Desc. (catalog or your own)	Number of Semester Units	Semester and Year Taken
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(Use back of sheet if necessary)

State Briefly how the course(s) relate to your work:

Upon completion of this form, send to SCOE Human Resources Office

**APPENDIX I**

**INSTRUCTIONAL Assistant**

*Sonoma County Office of Education*

Appraisal Input Form

*Classified*

Name \_\_\_\_\_ Location \_\_\_\_\_

Evaluation Period \_\_\_\_\_ Evaluator \_\_\_\_\_

**Purpose –**

- Provide a process between the classroom manager and supervisor to provide feedback regarding assistant performance;
- Clarify abilities and specific indicators most critical to job performance;
- Offer suggestions and directions regarding desired performance and improvement;
- Assess the steps necessary to assist an employee with improving performance;
- Obtain data for decisions regarding retention and assignment of staff;
- Provide a formal method of recognizing staff achievement and growth.

**Section I**

Place a number representing the area rating for each category on the line provided. Examples of behavior are not meant to be inclusive. Other items may be improved. Evaluator is encouraged to comment to explain the ratings. Any area rating other than 3 requires a written explanation.

Fails to Meet  
Standards  
**1**

Needs Improvement  
to Meet Standards  
**2**

Fully Meets  
Standards  
**3**

Exceeds  
Standards  
**4**

<p><b>Service:</b> <i>Ability to respond promptly to requests of internal and external clients; providing them needed information and assistance.</i></p> <p>Quickly remedies errors</p> <p>Provides prompt service</p> <p>Treats students, parents, and staff with courtesy and respect</p> <p>Demonstrates understanding of student's needs</p> <p>Invites suggestions for program improvement</p> <p>Knows and works actively to assist in achieving goals</p>	<p><b>Rating:</b></p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p>	<p><b>Comments:</b></p>
<p><b>Work Habits:</b> <i>Ability to plan, organize and prioritize own work to meet deadlines and accomplish assigned tasks within established timelines.</i></p> <p>Reports to work on time consistently and is well prepared</p> <p>Gives adequate notice when absent from work</p> <p>Maintains good attendance record</p> <p>Completes tasks efficiently and accurately</p> <p>Uses good judgment</p> <p>Demonstrates flexibility in different work situations</p> <p>Works independently on assigned tasks</p> <p>Incorporates constructive suggestions into work performance</p> <p>Participates in staffing needs as requested</p> <p>Works closely with substitute to provide program continuity</p>	<p><b>Rating:</b></p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p>	<p><b>Comments:</b></p>

## APPENDIX I

<p><b>Safe and Healthful Work Practices:</b> <i>Ability to maintain orderly work environment and perform tasks in prescribed and safe manner.</i></p> <p>Follows established safe work habits on a consistent basis</p> <p>Wear clothing suitable for the type or work performed that does not interfere with the educational process or safety issues</p> <p>Uses proper lifting techniques to avoid injury</p> <p>Accommodates individualized health needs of students</p> <p>Follows individual behavior and classroom management plans</p> <p>Protects the health and safety of students</p>	<p><b>Rating:</b></p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p>	<p><b>Comments:</b></p>
<p><b>Workplace Relationships/Communications:</b> <i>Ability to establish and maintain cooperative working relationships with those contacted during performance of job duties.</i></p> <p>Establishes and maintains effective two-way communication</p> <p>Keeps teacher informed of important details</p> <p>Follows established instructions, rules, regulations and procedures</p> <p>Maintains confidentiality of students, student information and rights, in accordance with existing laws</p> <p>Recognizes responsibilities of co-workers and offers assistance when necessary</p> <p>Interacts calmly and tactfully in dealing with students, staff and unforeseen events</p> <p>Consistently fair, impartial and objective when dealing with students and staff</p>	<p><b>Rating:</b></p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p>	<p><b>Comments:</b></p>
<p><b>Instructional Skills/ Job Knowledge:</b> <i>Ability to manage the instructional environment to meet individual students needs.</i></p> <p>Operates, maintains and makes effective use of supplies and equipment</p> <p>Prepares instructional setting as required by classroom manager</p> <p>Demonstrates ability to recognize and adapt methods to meet student needs and maintain on-task behavior</p> <p>Obtains and uses information from co-workers and staff to assist with specific student situations</p> <p>Accepts responsibility for personal actions and decisions</p> <p>Suggests changes to improve program; offers practical ideas</p> <p>Keeps knowledge and skills current in area of responsibility</p> <p>Works to develop job skills to a higher level of proficiency</p>	<p><b>Rating:</b></p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p> <p>Rating _____</p>	<p><b>Comments:</b></p>

Section II – Provide explanation here for any rating other than 3; or significant contributions to program/special circumstances.

APPENDIX J

SONOMA COUNTY OFFICE OF EDUCATION

Shared Contract Proposal

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Unit Member \_\_\_\_\_ Date Submitted \_\_\_\_\_

Unit Member \_\_\_\_\_ Proposed Site \_\_\_\_\_

Principal \_\_\_\_\_

Proposal to be submitted to the Director by March 30.

The Office shall respond to proposal no later than May 1.

Unit members submitting this form are urged to discuss the implications of a shared contract on retirement with the Human Resources Director.

**I**  
**INSTRUCTION AND SERVICES**

Describe how the team (unit members and principal) will provide continuity of instruction and services for students.

**II**  
**STAFF DEVELOPMENT PLAN**

Describe the staff development/training plan which will help facilitate continuity of instruction and services for students.

## APPENDIX J

### III DEVELOPMENT OF INSTRUCTION PROGRAM

Describe how the team will develop instructional programs for students.

### IV COMMUNICATIONS

Describe communication system(s) which ensure that clear/consistent communication will exist in the assignment.

### V OTHER ITEMS

Describe the process/procedures the team will use regarding: meeting attendance, maintenance of records, purchasing/budget expenditures, etc.

APPENDIX J

VI  
SUMMARY (Optional)

This proposal has been developed by the following persons:

Unit Member _____	Date Submitted _____
Unit Member _____	Date Submitted _____
Principal _____	

Distribution: 1 – Director  
2 – Unit Member  
3 – Unit Member  
4 – Principal

APPENDIX K

Class Size/Caseload Report Form

Teacher \_\_\_\_\_ Site \_\_\_\_\_ Date of Request \_\_\_\_\_

# of Students \_\_\_\_\_ # of SCOE Assistants \_\_\_\_\_ Isolated or Integrated Site \_\_\_\_\_

Other Staff or Adults \_\_\_\_\_

1. Assignment/Population/Other Information about students:

- # w/IEP's
- # 504's
- # ELL students
- # on probation
- # w/behavior plans
- Gang issues
- # w/medical issues

Other pertinent information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Concerns regarding class size/case load:

- Classroom management
- Transportation
- Safety
- Health
- Location/Environmental
- Composition of Class
- Class Size
- Behaviors
- Assistant Needs
- Support Materials
- Gang Involvement
- Other \_\_\_\_\_

3. Briefly describe your concerns:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPENDIX K

4. What modification/interventions/accommodations have been tried? Describe the outcome
- |  |  |
|--|--|
| <input type="checkbox"/> Talked to parent                | <input type="checkbox"/> Use volunteers or peer tutors |
| <input type="checkbox"/> Talked w/administrator _____    | <input type="checkbox"/> Revised schedule              |
| <input type="checkbox"/> Reduced school day              | <input type="checkbox"/> 1:1 assistant                 |
| <input type="checkbox"/> Modified instruction/curriculum | <input type="checkbox"/> Restructured teaching groups  |
| <input type="checkbox"/> Received consultation services  | <input type="checkbox"/> Restructured environment      |
| <input type="checkbox"/> Referred student                | <input type="checkbox"/> Behavior management plan      |
| <input type="checkbox"/> Additional personnel            | <input type="checkbox"/> Suspensions                   |
| <input type="checkbox"/> SARB                            | <input type="checkbox"/> Transferred to another site   |
| <input type="checkbox"/> DA Referral                     | <input type="checkbox"/> Student study team            |
| <input type="checkbox"/> Police intervention             | <input type="checkbox"/> Reduced class size            |
| <input type="checkbox"/> Additional staff training       | <input type="checkbox"/> Peer coaching                 |

Brief description of above modifications/interventions/accommodations:

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5. Have you consulted with classroom team members (i.e. psych, speech therapist, RSP, OT, nurse, APE, DAAC, PO, counselor, etc...) regarding your concerns?

Briefly specify outcomes:

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6. What do you think would be an effective action or solution to remedy the situation in your classroom/caseload? And for what time period?

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7. Other information:

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8. Administrator \_\_\_\_\_ Written response/remedy/timeline:

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9. Date of written response (w/i 10 days): \_\_\_\_\_

Date for review \_\_\_\_\_

APPENDIX L

SONOMA COUNTY OFFICE OF EDUCATION  
&  
ASSOCIATION OF S.C.O.E./CTA/NEA

Settlement Agreement  
Regarding  
Court School Unfair Practice Case #SF-CE-1827

1. For the duration of the 1997-98 school year, the Juvenile Hall Program will continue to utilize the services of substitute teachers to staff the fourth unit.
2. The Juvenile Hall Program will be staffed with four positions for the 1998-99 school year. Should the P2 ADA drop to 85 or below in the Juvenile Hall Program , layoffs may occur under the provisions of the contract.
3. Should the Sonoma Probation Department decided to make a significant change in the program which has an effect on the class size of the Court School Program, such as a change in the number of instructional units, then SCOE and ASCOE will meet and negotiate to discuss the effect of those changes. Either party has the right to request a meeting.
4. The ideal maximum class size in the Juvenile Hall Program is 20 students. Because the Sonoma County Probations Department has the authority to make changes to the program beyond the control of SCOE, teachers will instruct up to thirty students on a regular basis in a single instructional unit if needed Teachers will continue to be provided with classroom assistants provided Chapter 1 funding is maintained. There may be occasions where assistants will be temporarily moved to another classroom within Court Schools due to safety considerations. Should either ASCOE or SCOE have concerns about assistant staffing, either part may request a meeting to discuss the matter.

Should the Chapter 1 funding currently used to fund the Assistant positions be lost or significantly reduced, the parties shall meet and negotiate over the matter of providing classroom Assistants. If the parties cannot reach agreement, then the class size remedy in PERB case SF-CE-1827 shall be implemented.

Either party may request to reopen negotiations on this agreement for the 1999-2000 school year.

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
For the County Office

Date \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX M

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



ASSOCIATION OF SONOMA COUNTY OFFICE  
EDUCATORS

Charging Party,

v

SONOMA COUNTY OFFICE OF EDUCATION,

Respondent.

Case No. SF-CE-2470-E

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the **Assoc. of Sonoma County Educators** and the **Sonoma County Office of Education**, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning minimum days for preschool teachers for the 2004-05 school year.

2. The County Office and the Association regret that all preschool teachers were not able to attend the ASCOE entire minimum day luncheon at which departing preschool teachers were honored.

3. Both parties agree that in the future, all understandings and agreements will be reduced to writing and signed by all parties.

4. Both parties agree that the language contained in this settlement agreement shall constitute the official communication to its constituents regarding the resolution of the above-referenced case.

5. Assoc. of Sonoma County Educators hereby withdraws Unfair Practice Charge No. SF-CE-2470-E.

6. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.

7. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.

APPENDIX M

8. The undersigned parties represent that they have read and understand the terms of this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For the Charging Party:

Celia  
Susan MacLean  
Diane Lam

9/13/05  
Date

For Respondent:

Nancy D'Amico  
Betty Brown  
Don Apple  
Jessy G. Gonsky  
Kath O'Flaherty

9/13/05  
Date

APPENDIX N

STATE OF CALIFORNIA  
PUBLIC EMPLOYMENT RELATIONS BOARD



ASSOCIATION OF SONOMA COUNTY OFFICE  
EDUCATORS

Charging Party,

v

SONOMA COUNTY OFFICE OF EDUCATION,

Respondent.

Case No. SF-CE-2470-E

SETTLEMENT AGREEMENT

In the interest of promoting harmonious labor relations between the parties and to avoid the uncertainty, inconvenience, and expense of litigation, the **Assoc. of Sonoma County Educators** and the **Sonoma County Office of Education**, in settlement of the above-captioned unfair practice charge before the Public Employment Relations Board, agree as follows:

1. A dispute has arisen between the parties concerning the start date for court school teachers.
2. The County Office and the Association agree that court school teachers are required to work a regular work year of 182 days in any given school year which must span between August 1 and June 30. Court school teachers may have a start date prior to the adopted work calendar for community schools. If a court school teacher commences the school year prior to the first day of the adopted work calendar for community schools, that teacher is required to have teaching days during each month beginning in August and ending in June. As provided in the collective bargaining agreement between the parties, and consistent with past practice, all work calendars proposed and submitted by ASCOE unit members are subject to the approval of the appropriate administrator.
3. Association of Sonoma County Office Educators hereby withdraws Unfair Practice Charge No. SF-CE-2470-E with prejudice.
4. This Settlement Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of any party to this agreement.
5. This Settlement Agreement represents a full and complete resolution of the claims and disputes between the parties based upon the above-referenced matter.
6. The undersigned parties represent that they have read and understand the terms of

APPENDIX N

this settlement and that they are authorized to execute this Settlement Agreement on behalf of their principals.

For the Charging Party:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

For Respondent:

*Susan MacLean*  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*9/30/05*  
\_\_\_\_\_  
Date

**Please Insert the Calendars  
Applicable to Your Program  
Here**