

COLLECTIVE BARGAINING AGREEMENT

Between

SONOMA COUNTY OFFICE
OF
EDUCATION

and

ROP TEACHERS
ASSOCIATION

Contract Expires June 30, 2014
Sonoma County Office of Education
Dr. Steven Herrington, Superintendent
5340 Skylane Boulevard
Santa Rosa, CA 95403

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE I	AGREEMENT	1
ARTICLE II	RECOGNITION	1
ARTICLE III	DEFINITIONS.....	1
ARTICLE IV	EMPLOYER RIGHTS	2
ARTICLE V	NON-DISCRIMINATION	3
ARTICLE VI	NEGOTIATION PROCEDURES	3
ARTICLE VII	PERSONNEL FILES.....	4
ARTICLE VIII	PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS.....	5
ARTICLE IX	MAINTENANCE OF BENEFITS	5
ARTICLE X	GRIEVANCES	6
	1. DEFINITIONS.....	6
	2. PURPOSE.....	6
	3. TIME LIMITS	6
	4. GENERAL PROVISIONS	7
	5. PROCEDURE.....	8
ARTICLE XI	ASSOCIATION RIGHTS	9
ARTICLE XII	PUBLIC CHARGES.....	10
ARTICLE XIII	TEACHING HOURS.....	12
ARTICLE XIV	LEAVES	13
	1. GENERAL PROVISIONS	13
	2. PAID LEAVES.....	13
	2.1 Sick Leave.....	13
	2.2 Personal Necessity	14
	2.3 Extended Sick Leave.....	14
	2.4 Disability During Maternity Leave.....	14
	2.5 Bereavement Leave.....	15
	2.6 Sabbatical Leave	15
	2.7 Commission on Professional Competence.....	15
	2.8 Sick Leave Conservation Incentive	15
	3. UNPAID LEAVES	15
	3.1 Education Leave.....	15
	3.2 Maternity, Paternity, Adoption Leave	16
	3.3 Long-term Parental Leave.....	16
	3.4 Long-term Personal or Professional Leave.....	16

	3.5	Shared Contract Leave.....	16
	3.6	Return from Leave.....	17
	3.7	Family Care Leave.....	17
ARTICLE XV		SAFETY	19
ARTICLE XVI		ASSIGNMENTS/REASSIGNMENTS/RELOCATIONS	22
	1.	GENERAL PROVISIONS	22
	2.	ASSIGNMENTS	22
	3.	REASSIGNMENTS	23
	4.	MISCELLANEOUS	24
ARTICLE XVII		CERTIFICATED EMPLOYEE EVALUATIONS.....	25
	1.	GENERAL PROVISIONS	25
	2.	EVALUATION PROCEDURES.....	26
	3.	DISMISSAL FOR INCOMPETENCE.....	28
ARTICLE XVIII		EARLY RETIREMENT.....	28
	1.	EARLY RETIREMENT CONTRACT	28
	2.	POST RETIREMENT CONTRACT	29
	3.	PART-TIME WORK	31
ARTICLE XIX		VOCATION CREDIT FOR SALARY SCHEDULE PLACEMENT AND ADVANCEMENT	32
	1.	INITIAL PLACEMENT	32
	2.	ADVANCEMENT	32
	3.	COMMITTEE MEMBERSHIP	32
	4.	TIMELINES	32
	5.	CRITERIA FOR APPROVED WORK EXPERIENCE	33
ARTICLE XX		ACADEMIC COURSE CREDIT FOR SALARY SCHEDULE PLACEMENT AND ADVANCEMENT	34
	1.	COMMITTEE MEMBERSHIP	34
	2.	TIMELINES	34
	3.	CRITERIA FOR APPROVED UNITS	34
	4.	GENERAL PROVISIONS	35
ARTICLE XXI		TRAVEL REIMBURSEMENT.....	35
	1.	MILEAGE REIMBURSEMENT	35
	2.	MEALS REIMBURSEMENT.....	36
	3.	LODGING	36
	4.	MISCELLANEOUS	36

ARTICLE XXII	NONRENEWAL OF CONTRACT AND TERMINATION OF EMPLOYMENT	37
	1. NON-RENEWAL OF CONTRACT	37
	2. NON-RENEWAL OF CONTRACT DUE TO LOSS OF ENROLLMENT (LAYOFF)	38
	3. TERMINATION OF A ROP UNIT MEMBER FOR CAUSE DURING THE SCHOOL YEAR	39
ARTICLE XXIII	TEACHER RIGHTS.....	40
	1. PERSONAL.....	40
	2. STUDENT TEACHERS.....	41
	3. BOARD OF EDUCATION POLICIES	41
ARTICLE XXIV	SHARED CONTRACTS.....	41
	1. GENERAL PROVISIONS	41
	2. REQUEST FOR A SHARED CONTRACT	42
	3. PROPOSAL	42
	4. PROPOSAL EVALUATION.....	43
	5. NOTIFICATION	43
	6. RETURN TO ORIGINAL POSITION.....	44
ARTICLE XXV	SALARY AND FRINGE BENEFITS.....	44
ARTICLE XXVI	STATUTORY CHANGES.....	46
ARTICLE XXVII	SAVINGS PROVISION.....	46
ARTICLE XXVIII	CONCERTED ACTIVITIES.....	46
ARTICLE XXIX	EFFECT OF AGREEMENT	47
ARTICLE XXX	COMPLETION OF MEET AND NEGOTIATION.....	47
APPENDIX A	SALARY SCHEDULE	
APPENDIX B	SHARED CONTRACT PROPOSAL	
APPENDIX C	CHILD ABUSE REPORT STATEMENT	
APPENDIX D	HAZARD REPORT FORM	
APPENDIX E	ROP EVALUATION FORM	
APPENDIX F	2010-11 AND 2011-12 CALENDARS	
APPENDIX G	2010-11 AND 2011-12 WORK YEAR MOU	

ARTICLE I

AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sonoma County Superintendent and the ROP Teachers’ Association (“Association”), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
3. This Agreement shall remain in full force and effect from July 1, 2011, through and including June 30, 2014. In 2012-2013 and 2013-2014, Article XV Salary and Fringe Benefits and up to two Articles of each parties choice may be reopened.

ARTICLE II

RECOGNITION

1. The County Office recognizes the Association as the exclusive representative of all certificated employees of the County Office instructing ROP classes.

ARTICLE III

DEFINITIONS

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.
2. "Board" means the Sonoma County Board of Education.
3. "Days" means any day during which the Sonoma County Office of Education is open for business.
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 memorandum of understanding.
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 on 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 by Section 3543.7 of the Act.

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.
7. "School day" means the amount of time each day of classes during which unit members are required to be at school, unless otherwise provided for in this Agreement.
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 of 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.
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 school.
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 extent 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; determine 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 all work regularly, routinely and traditionally performed by members of the bargaining unit represented by the Association 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 foregoing 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 or 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

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.
2. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.
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

1. As soon as practicable after the exchange of initial proposals, but not later than May 15 of the calendar year in which this Agreement expires, the County Office and the Association shall meet and negotiate in good faith in order to achieve a new agreement.
2. Either party may utilize the services of outside consultants to assist in negotiations.
3. The County Office and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
4. Negotiations shall take place at mutually agreeable times and places which may include both work and nonwork hours.
5. The Association may designate three (3) representatives who shall receive a sufficient number of hours per week, without loss of compensation nor serious disruption to the instructional program to attend negotiations and impasse proceedings.
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.
7. Team members will phone 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.
8. The County Office may designate up to three (3) representatives to participate and attend the negotiation proceedings.

9. Tentative Agreements. During negotiations, agreed-upon items shall be reduced to writing and signed prior to the adjournment of the meeting.
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

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.
2. The contents of all Personnel Files shall be kept in the strictest confidence.
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.
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.
5. Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such unit member's Personnel File.
6. Any letter of recommendation or other materials written for a unit member that the unit member wishes to include in his/her Personnel File shall be placed in the following manner:
 - 6.1 Copies of such materials shall be sent to the unit member who shall initial it if he/she wishes to have it included in his/her Personnel File.
 - 6.2 The unit member shall send a copy to the Department Director, who shall initial it and send it to the Personnel Department within ten (10) working days.
 - 6.3 The Personnel Director shall notify the unit member in writing within five (5) working days that the material has been placed in his/her Personnel file.

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. 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 Personnel Director shall notify the unit member in writing that the evaluation documents have been placed in his/her Personnel File.

ARTICLE VIII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Upon appropriate written authorization from the unit member, the County Office shall deduct from the salary of any member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, professional dues, or any other plans or programs jointly approved by the Association and the County Office.

ARTICLE IX

MAINTENANCE OF BENEFITS

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

1. DEFINITIONS

1.1 A "grievance" is a claim by one or more unit members and/or Association that there has been a violation, misinterpretation, or misapplication of this Agreement.

1.2 A "grievance" may be any one (1) or more unit members of the County Office covered by the terms of this Agreement or the Association.

1.3 A "day" is any day in which the County Office is open for business.

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.

2. PURPOSE

- 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.
- 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).

3. TIME LIMITS

- 3.1 If the grievant does not act within any of the following time frames in each level, his/her/its right to do so is waived and the grievance is settled. The timelines may, however, be extended by written mutual agreement.
- 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.
- 3.3 The grievance process must be initiated within twenty-five (25) 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.
- 3.4 All time limits shall 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.
- 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.

4. GENERAL PROVISIONS

- 4.1 All document 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.
- 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 Association, 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 not be inconsistent with the terms of the Agreement) to the Association, and provide an opportunity for the Association to respond before the resolution becomes final.
- 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.
- 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.
- 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.
- 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.
- 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.
- 4.8 Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to arbitration.

5. PROCEDURE

- 5.1 Level I - Within twenty-five (25) 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.
 - 5.1.1 This statement shall be 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, an address for service of papers or mail, and the remedy sought shall be provided.
 - 5.1.2 The immediate supervisor and Director shall make a joint decision in writing within ten (10) days after receiving the grievance and then communicate the decision together with reasons to the grievant.

- 5.1.3 Within the above time limits the grievant and immediate supervisor shall at the request of either party have a personal conference.
- 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.
 - 5.2.1 The appeal shall include a copy of the original grievance, all decisions rendered, and a concise statement of the reasons for the appeal and the remedy sought.
 - 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.
 - 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.
- 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.
 - 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.
 - 5.3.2 The arbitrator's decision will be in writing and will 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 30 days after closing the hearing. If any question arises as to the arbitrability of the grievance, such questions will be ruled upon by the arbitrator as a threshold issue.
 - 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 Board 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

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, copy machines, other office equipment and all types of audio-visual equipment when such equipment is not otherwise in use.
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.
3. Authorized representatives of the Association shall be permitted to transact official Association business on school or similar property at all reasonable times.
4. The Board shall place on the agenda of any regular Board meeting any matters brought to its consideration by the Association provided that such matters are made known to the Superintendent's office one hundred and twenty (120) hours prior to said meeting.
5. Names and home addresses of all unit members shall be provided without cost to the Association no later than October 15 of each school year unless otherwise specifically provided by the unit member.
6. 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.
7. Upon request by the Association, the County Office shall provide copies of information which is 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 10 working days. Where such is not possible, the Office will acknowledge the request, seek clarifications necessary, explain the delay, and provide a timeline for delivery of the information.
8. Association Leave. Upon request of the Association President, the County Office agrees to authorize officers/representatives of the Association 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 eight (8) days in any fiscal year. In order to use such release time, the Association President must secure approval in advance from the Supervisor, but such approval shall not be unreasonably denied.

ARTICLE XII

PUBLIC CHARGES

1. 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.
 - 1.1 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.
2. 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.
3. If the administrator believes that the complaint does warrant further attention and investigation, the unit member shall be informed within two (2) working days of the complaint and the administrator shall investigate the complainant's concerns and the unit member's position.
 - 3.1 The unit member may request the administrator to 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.
 - 3.2 During such a meeting, the unit member shall have the right to have an Association representative present.
 - 3.3 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.
 - 3.4 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. This Article shall not prohibit the investigation and reporting of criminal allegations.
9. At those locations for which ROP classes are held and a written agreement exists between the County Office and the contracting agency (i.e., Sonoma County Jail) any complaint raised by the contracting agency toward a unit member shall be processed as follows:
 - 9.1 The involved unit member shall be notified of the complaint by the appropriate SCOE administrator within five (5) days of the time the complaint is lodged.
 - 9.2 Unless the complaint is so severe as to hamper the proper functioning of the class as determined by the appropriate SCOE administrator the unit member will be able to continue to work.
 - 9.3 SCOE will independently complete an investigation of the complaint in a timely basis.
 - 9.4 If the investigation reveals that the complaint has merit it shall be reduced to writing, given to the unit member, and a copy placed in his/her personnel file. The unit member has a right to attach a response to the written complaint. If the complaint is deemed to be of a serious nature the unit member's right to enter the contracting agency's facilities may be revoked and further disciplinary action may be taken in accordance with other provisions of this Agreement.
 - 9.5 If the investigation reveals that the complaint does not have merit or is unfounded no written reference shall be made or placed in the unit member's personnel file.

ARTICLE XIII

TEACHING HOURS

1. For purposes of salary calculations the workday for unit members shall be eight (8) hours which excludes at least a 30 minute duty free lunch. The workday shall begin thirty (30) minutes before the students instructional day. Unit members shall not be required to have more than seven (7) hours per day of student contact time.
 - 1.1 For all purposes other than salary calculations it is understood that as professionals, ROP instructors work whatever hours it takes to do their job including related meetings and consultations.
2. The maximum work year and the basis for the annual salary on the salary schedule is one hundred and eighty-two (182) days composed of 180 days of student contact time and two (2) days of non-student contact time, which shall be reserved for classroom preparation/in-service.
3. Each unit member shall have the option of taking paid days off from student contact time for professional visitation/conferences with the approval of the Student Programs and Services Director. Denial of such request shall be discussed with the unit member within five (5) working days.
4. Meetings shall be scheduled within the eight (8) hour workday. Exceptions to this rule include, but are not limited to, the following meetings and activities: IEP and ITP meetings, advisory board meetings, Back-to-School Night, unit meetings, and Interagency staffing meetings.
5. Unit members will follow their assigned school site calendar. Unit members who are assigned to two or more school sites will establish a calendar with the Director by an agreed upon date but no later than August 31st

ARTICLE XIV

LEAVES

1. GENERAL PROVISIONS
 - 1.1 All Education Code Sections on leaves shall be incorporated into and remain an integral part of this Agreement for its duration.
 - 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.
 - 1.3 Upon beginning a 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.

- 1.4 Denial of a leave shall be accompanied with a written rationale and such rationale shall not in any way be punitive.
- 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.

2. PAID LEAVES

2.1 Sick Leave

- 2.1.1 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 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.
- 2.1.2 Sick leave days may be used for pregnancy, childbirth, or any condition thereof, which results in disability.
- 2.1.3 The unit member shall inform the Personnel Office and his/her supervisor of the impending absence as soon as it is practicable.
- 2.1.4 Information regarding accumulated sick leave shall be indicated on unit member's check stub.

2.2 Personal Necessity

- 2.2.1 A unit member may use up to ten (10) days per year of accrued sick leave for absences necessitated by personal necessity.
- 2.2.2 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 nonwork 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.
- 2.2.3 If possible, unit member shall provide 24 hours notice of need for such leave.
- 2.2.4 The unit member shall attempt to avoid scheduling or using such days on Monday, Friday, or a day preceding or subsequent to any scheduled recess or holiday period.
- 2.2.5 No notice nor advance approval for the use of personal necessity leave shall be required for leave taken for any of the following reasons:
 - 2.2.5.1 Death or serious illness of a member of his/her immediate family.
 - 2.2.5.2 Accident involving his/her person or property or property of a member of his/her immediate family.

2.3 Extended Sick Leave

- 2.3.1 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.

2.4 Disability During Maternity Leave

- 2.4.1 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.
- 2.4.2 The disability must be verified by a written statement from the attending physician and the Superintendent may require that this statement be updated from time to time during the period of disability.
- 2.4.3 If the unit member wishes to extend her leave, she may do so under the appropriate subsection of this Article.

2.5 Bereavement Leave

2.5.1 Unit members are entitled to a paid leave of absence not to exceed three (3) , 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 up to one (1) day with full pay to attend the funeral of a close, personal friend.

2.6 Sabbatical Leave

2.6.1 The County Office may grant a unit member a sabbatical leave pursuant to the provisions of Educational 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.

2.7 Commission on Professional Competence

2.7.1 The Superintendent 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.

2.8 Sick Leave Conservation Incentive

2.8.1 Any unit member who does not use any of his/her full entitlement to sick leave during the school year as provided for in paragraph 2.1.1 shall be granted two (2) days sick leave conservation incentive to be used during the following school year. No explanation is required when the above days are used. However, if the days are not used, they are lost.

3. UNPAID LEAVE

3.1 Education Leave

3.1.1 The Superintendent may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement.

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.

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

3.1.4 Denial of the application by the Superintendent shall be in writing within ten (10) days of the action.

3.2 Maternity, Paternity, Adoption Leave

3.2.1 The Superintendent 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.

3.2.2 A nonpaid 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).

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.

3.3 Long-Term Parental Leave

3.3.1 The Superintendent 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.

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.

3.4 Long-Term Personal or Professional Leave

3.4.1 The Superintendent 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 of the unit member.

3.4.2 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 Superintendent.

3.5 Shared Contract Leave

Upon approval of a shared contract, the Superintendent shall grant the unpaid leave as set forth in the approved shared contract.

3.6 Return From Leaves

3.6.1 Unit members on an approved leave who wish to return earlier than previously authorized must notify the Superintendent as soon as the earlier date is known to the unit member. An early return is dependent on the

express approval of the Superintendent. 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.

- 3.6.2 Unit members returning from paid/unpaid leave shall return to the previous assignment unless transferred or reassigned in accordance with the contract.
- 3.6.3 If the unit member wishes to extend their leave or to resign, the unit member must notify the Superintendent, in writing, at least two weeks in advance and obtain written approval.

3.7 Family Care Leave

- 3.7.1 Any bargainin unit member shall be granted, upon application, unpaid Family Care Leave.
- 3.7.2 Family Care Leave may be used for the following reasons:
 - 3.7.2.1 The birth of the unit member's child.
 - 3.7.2.2 The placement of a child with the unit member in connection with the unit member in connection with the unit member's adoption of the child.
 - 3.7.2.3 The serious illness of the unit member's child.
 - 3.7.2.4 The serious health condition of the employee's parent or spouse. "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:
 - 3.7.2.4.1 Patient care in a hospital, hospice, or residential health care facility; or
 - 3.7.2.4.2 Continuing treatment or continuing supervision by a health care provider.
- 3.7.3 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.
- 3.7.4 Family Care Leave may be taken in one or more periods but shall not exceed a total of twelve (12) weeks within a twelve (12) month period

unless a longer leave is agreed upon by the County Office and unit member.

- 3.7.5 During the period of Family Care Leave, the County Office shall allow the unit member to elect to use his/her accrued sick leave. Employees may use other paid or unpaid leaves provided in this Article. (See Government Code section 12945.2)
- 3.7.6 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.
- 3.7.7 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.
- 3.7.8 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 employee 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.
- 3.7.9 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:
 - 3.7.9.1 The date on which the serious health condition began.
 - 3.7.9.2 The probable duration of the condition.
 - 3.7.9.3 An estimate of the amount of the time the health care provider believes the unit member needs to care for the person requiring care.
 - 3.7.9.4 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.

- 3.7.10 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.
- 3.7.11 The County Office shall not refuse to hire and shall not discharge, fire, suspend, expel or discriminate against any employee 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.
- 3.7.12 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 3.7.4, nor to grant an employee 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.

ARTICLE XV

SAFETY

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.
 - 1.1 Association has the right to appoint one (1) representative to participate on the Committee.
 - 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.
 - 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.
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" and submitting to the unit member's immediate supervisor who will investigate such conditions. The supervisor will provide a written response on the Hazard Report Form within five (5) working days.
 - 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 Program Director.

- 2.2 The practices and policies of the County Office and the Safety Committee shall not conflict with OSHA and local regulations and safety.

3. The County Office shall take reasonable efforts to provide:
 - 3.1 Adequate lighting, heating, and ventilation at all sites utilized for instruction.
 - 3.2 Safe and clean classrooms.
 - 3.3 Sufficient supplies and equipment prior to the commencement of school such as desks, chairs, shelving/storage and basic instructional equipment.
 - 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.

4. All unit members will be provided with:
 - 4.1 Access to secure area in which to store IEP or other confidential information regarding their students.
 - 4.2 A key to his/her classroom and access or a key to the staff lounge.
 - 4.3 Access to a phone which is available during duty hours for professional duties.

5. Student Behavior
 - 5.1 Unit members assigned to sites with special behavior management plans shall be given copies of such step and level plans no later than their first day of class.
 - 5.2 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principals or other immediate supervisor who shall comply with the procedures outlined in the Education Code section 44014.
 - 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, etc. In addition the unit member will receive any medically required days off. A Workers' Compensation claim may be filed at this time.

6. Repair or Replacement of Employee Property

- 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 (including vehicles) 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 and if such property is required on the job. 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 establish to the satisfaction of the Board's designated representative, the actual cost of replacing or repairing such property or the unit member's insurance deductible.
7. The County Office shall provide training and inservice on instructional and physical techniques used in the unit member's employment.
8. By September 1, SCOE will develop an Emergency Preparedness Plan to interface with local school district plans. In instances where there is no appropriate existing plan, SCOE will develop such a plan. The Emergency Plan shall be provided to each unit member and be reviewed by SCOE annually.
9. Specialized Health Care
 - 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.
 - 9.2 Unit members are to be trained on special procedures to perform on student prior to or concurrent with enrollment in class.
 - 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

All unit members employed by the Sonoma County Office of Education shall have their initial assignment determined by the Superintendent in accordance with law. Assignments /reassignments /relocations shall be determined annually in accordance with the provisions of this article and shall be based on the educational needs of the County Office, assignment requests, seniority, qualifications, and credentials. Assignments/ reassignments/relocations shall not be punitive, disciplinary, nor discriminatory in nature.

1. GENERAL PROVISIONS

- 1.1 An assignment is a classroom or the caseload distribution for the unit member which occurs between the end of school and August 5. An assignment can be voluntary or involuntary.
- 1.2 A reassignment is a voluntary or involuntary change of a unit member from classroom to classroom, from classroom to itinerant teacher, or from itinerant teacher to classroom teacher created by a resignation, a one year leave, or a newly created or vacated position which occurs between August 6 and the end of the school year.
- 1.3 A relocation constitutes a move of a classroom teacher from one site to another site with no change in class assignment of students.
- 1.4 A unit member who is involuntarily assigned, reassigned, or relocated shall have the opportunity to discuss the assignment with their supervisor. If the unit member is not satisfied with the outcome of the meeting, the unit member may discuss the matter with the department director. Prior to the meeting with the department director, the unit member shall put his/her concerns in writing and submit it to the director. Upon completion of the meeting, the unit member may request a written response from the director, who will provide such written response within five (5) days. An Association representative has the right to attend this meeting at the request of the unit member.

2. ASSIGNMENTS

Assignments shall be determined between April 15 and July 15 in accordance with the following process:

- 2.1 From May 1 to August 5 a job hotline will be available through the County Office Personnel Department. The job hotline will contain a recorded message listing all certificate vacancies available within the Student Program and Services Department. The messages will contain the following information:
 - 2.1.1 a closing date which is at least ten (10) days following the posting date;
 - 2.1.2 the name of the unit principal where the vacancy is located, age level of class, site, type of class, final filing date, name and phone contact person for further information.
 - 2.1.3 qualifications and credentials necessary to meet the requirements of the position.
- 2.2 No later than May 1, the County Office shall send to each unit member an Assignment Request Form for the following school year. (The Assignment Request Form will be negotiated by both parties before implementation.)

- 2.3 No later than May 15, each unit member shall file with the Personnel 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.
- 2.4 No later than June 30, the County Office shall send to each unit member their preliminary assignments, including preliminary classroom site location or caseload distributions. The County Office shall also send to the Association president a complete list of the preliminary assignments, sites and caseloads.
- 2.5 No later than August 3, the ROP Director shall provide the Association president a complete list of all unit members' final assignments, including site locations and caseload distributions.
- 2.6 No later than August 5, the County Office shall send to each unit member their final assignments, including site location and class list or student enrollment or caseload distribution.
- 2.7 The County Office will post the complete list of assignments and caseload distribution in the County Office and at all unit offices.

3. REASSIGNMENTS

- 3.1 No later than five (5) days after the office is aware of a resignation, a one year leave or newly created or vacated position, the County Office shall send to each unit member a notice of the vacancy and the date that Assignment Request Forms will be reviewed. The posting shall provide the following information:
 - 3.1.1 a closing date which is at least ten (10) days following the posting date
 - 3.1.2 the name of the unit principal where the vacancy is located, age level of class, site, type of class, final filing date, name and phone contact person for further information.
 - 3.1.3 qualifications and credentials necessary to meet the requirements of the position.
- 3.2 Unit members other than itinerant unit members shall be provided with up to two (2) days of released time, upon request, prior to the effective date of the reassignment or relocation when the movement occurs during the school year.
- 3.3 When any future vacancies occur, unit members involuntarily assigned, reassigned or relocated shall be given prior consideration over all other unit members seeking voluntary assignments or reassignments.
- 3.4 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 a rate of \$10.00 per hour. Each unit member who is relocated

shall discuss with their principal the possible need for additional nonteacher assistance and the amount of time necessary for the move. Upon approval by the principal the assistance shall be provided and the amounts paid.

4. MISCELLANEOUS

- 4.1 No unit member shall be involuntarily assigned or reassigned two (2) years in a row without consent or special circumstances equivalent to school closure or elimination of program.
- 4.2 Teacher Exchange: With the consent of the ROP Director and the Principal(s) 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 Director of Student Programs and Services no later than May 1.
- 4.3 All summer school classes and classes scheduled after the regular school day shall begin with a minimum student enrollment of fifteen (15) students present at the first class session. If fifteen (15) students are not present the class will be cancelled at the end of the first class session.

ARTICLE XVII

CERTIFICATED EMPLOYEE EVALUATIONS

1. GENERAL PROVISIONS

- 1.1 The evaluation procedure is intended to comply with the requirements set forth in Education Code section 44660 et seq.
- 1.2 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 shall be evaluated at least every other year.
 - 1.2.1 The evaluator will be the immediate supervisor designated by the Superintendent or his designee.
- 1.3 Non-management certificated personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel.
- 1.4 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 Student Programs and Services Director, who shall make the final decision. A written response by the unit member to the Director's decision may be attached to the evaluation within five (5) unit member work days.
- 1.5 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.
- 1.6 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.
- 1.7 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.
- 1.8 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).

2. EVALUATION PROCEDURES

- 2.1 The unit member being evaluated and the evaluator shall meet no later than November 15 to develop:
 - 2.1.1 Objectives and standards to be achieved during the evaluation period.
 - 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:
 - 2.1.2.1 Make a good faith effort to resolve the differences themselves.
 - 2.1.2.2 If the disagreement persists, the unit member and evaluator shall meet with the Student Programs and Services Department Director 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.
- 2.2 The observation process shall be conducted in accordance with the following provisions:
 - 2.2.1 A minimum of two (2) observations shall be completed during the evaluation period.
 - 2.2.2 The observations shall last at least thirty (30) minutes.
 - 2.2.3 The observations shall occur in the unit member's classroom, assigned work site, or alternate sites if applicable.
 - 2.2.4 The first observation for the evaluation shall be arranged by the evaluator and the unit member at least twenty-four (24) hours in advance of the observation (Education Code Section 44660).
 - 2.2.5 Additional observation visits may be made without foreknowledge of the visit by the unit member to be evaluated.
 - 2.2.6 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.

- 2.2.7 Unit members may request additional observations and conferences.
- 2.3 Upon completion of the observation, the following shall occur:
 - 2.3.1 A conference shall be held within five (5) unit member work days with the unit member to discuss the observation and progress on the objectives.
 - 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 contain the following elements:
 - 2.3.2.1 A description of the performance discrepancy.
 - 2.3.2.2 A description of acceptable performance.
 - 2.3.2.3 A description of the specific assistance/resources to be provided.
 - 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
 - 2.3.2.5 A statement of the specific evaluation criteria for the timeline specified.
- 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.
 - 2.4.1 The final evaluation form shall contain no “ratings” other than “satisfactory” or “unsatisfactory.”
 - 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 classroom observations and evaluation conferences. The final evaluation form may include a range of ratings including “unsatisfactory”, “needs improvement”, “satisfactory”, “good”, and “exemplary”.
 - 2.4.3 If the unit member disagrees with the final evaluation he/she may attach a written response.
 - 2.4.4 The final written evaluation shall be completed no later than May 1st.

3. DISMISSAL FOR INCOMPETENCE

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

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

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

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

3.1.4 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.

4. The evaluation form used shall be agreed upon by the bargaining unit and administration annually reflecting current certificated employee evaluation forms used by the Sonoma County Office of Education (Appendix E)

ARTICLE XVIII

EARLY RETIREMENT

Bargaining unit members may select from the following three (3) early retirement options. Approval of applications for Options 2 and 3, is purely within the discretion of the County Superintendent of Schools.

1. EARLY RETIREMENT CONTRACT

After ten (10) years of full time equivalent satisfactory service with SCOE and attaining the age of fifty-five (55), but not having reached the age of sixty-five (65), a unit member would become eligible for the following:

1.1 The County Office shall pay, not to exceed the Kaiser Low Plan, for the unit member at the same dollar rate that was in effect when the unit member retired and shall pay for the retiree's spouse's premium up to \$250 per month until the 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.

1.2 The County Office shall pay for the retiree unit member and spouse's dental and vision premiums to age sixty-five (65) at the same dollar rate that the Office was paying when the unit member retired.

- 1.3 In the event that the former employee relocates to an area where any of these benefits are unavailable, the County Office shall provide the premiums set forth above to any other recognized health plans designated by the former employee, or in the alternative, a monthly cash payment of the same amount directly to the retiree if benefits are unavailable.
- 1.4 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.
- 1.5 A retiree, aged sixty-five (65) and over, and their 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.

2. POST RETIREMENT CONTRACT

- 2.1 After ten (10) years of full time satisfactory service in the Sonoma County Office of Education and attaining the age of fifty-five (55), but not yet reaching age sixty-five (65), an employee would become eligible for the Early Retirement/Post Retirement Contract.
- 2.2 Certificated individuals must apply for this program by February 15th of the year they wish to retire and must retire on July 1 of the same year.
- 2.3 Upon approval by the County Office, persons opting for this program would retire and be employed (in addition to their retirement benefits) as an independent contractor of this Office under conditions listed below.
- 2.4 Once electing to participate in the program, an employee may not request to return to regular employment in the Office. Also once an employee has entered the program, he/she may not change options or re-enter the service of the Office.
- 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:
 - 2.5.1 The County Office shall pay for the unit member's premium in one of two of the County Office's HMO medical insurance plans at the same dollar rate that was in effect when the unit member retired, not to exceed the Kaiser or other HMO alternative to Kaiser (currently PacifiCare), and shall pay for the retiree's spouse's premium up to \$250 per month until the retiree reaches age sixty-five (65) or until the retiree is covered by other medical insurance plans provided by any other source. This one aspect of

the Early Retirement (incentive program (health insurance) is a legal commitment from the Office of Education 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.

2.5.2 The County Office shall pay for the retiree unit member and spouse's dental and vision premiums to age sixty-five (65) at the same dollar rate that the Office was paying when the unit member retired.

2.5.3 In the event that the former employee relocates to an area where any of these benefits are unavailable, the County Office shall provide the premiums set forth above to any other recognized health plans designated by the former employee, or in the alternative, a monthly cash payment of the same amount directly to the retiree if benefits are unavailable.

2.5.4 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:

2.5.4.1 Employment of twenty (20) days per year, subject to annual renewal.

2.5.4.2 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 employees 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.

2.6 In the event that any future governmental reorganization completed by the California State Legislature affects the existence or income of the Sonoma County Office of Education 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.

3. PART-TIME WORK (EDUCATION CODE SECTION 44922)

Notwithstanding any other provision, the County Superintendent of Schools may allow their certificated employees to reduce their workload from full-time to part-time duties in anticipation of retirement, subject to the following:

- 3.1 The employee shall have reached the age of fifty-five (55) prior to reduction in workload.
- 3.2 The employee 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.
- 3.3 During the period immediately preceding a request for a reduction in workload, the employee 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 sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement prescribed by this subdivision.
- 3.4 The option of part-time employment shall be exercised at the request of the employee and can be revoked only with the mutual consent of the employer and the employee.
- 3.5 The employee 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.
- 3.6 The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- 3.7 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during his or her final year of service in a full-time position.
- 3.8 This option is limited in prekindergarten through grade 12 to certificated employees who do not hold positions with salaries above that of a school principal.
- 3.9 The period of such part-time employment shall not exceed ten (10) years.
- 3.10 The period of such part-time employment shall not extend beyond the end of the school year during which the employee reaches his or her 70th birthday.
- 3.11 Applications for this program must be submitted to the Superintendent no later than February 15th of the last year they wish to work full-time.

- 3.12 The employee shall contribute to STRS the amount based upon the salary that would have been contributed had the member been employed full time.
- 3.13 The County Office shall contribute to STRS an amount based upon the salary that would have been paid to the unit member had the member been employed full time.

ARTICLE XIX

**VOCATIONAL CREDIT FOR SALARY SCHEDULE PLACEMENT
AND ADVANCEMENT**

1. INITIAL PLACEMENT

Effective July 1, 2000 for initial salary placement, unit members with preliminary credentials shall be granted up to a maximum of ten (10) years credit for appropriate verified trade, business, or instructional experience. Trades, business, or instructional experience shall be accepted on one (1) year salary schedule credit for one (1) year trade or business experience. If the maximum is granted in one or a combination of the three areas (trade, business or instructional), the unit member can then start on the tenth (10th) step of column 1.

2. ADVANCEMENT

Unit members shall receive credit for advancement on the salary schedule for work experience gained after employment pursuant to the following procedure.

3. COMMITTEE MEMBERSHIP

A Committee shall be made up of one (1) unit member and two (2) administrators. The Association shall appoint the unit member and the Superintendent shall appoint the administrators.

4. TIMELINES

- 4.1 Request for work experience credit must be submitted to the committee for approval during the school year in which the work is undertaken.
- 4.2 It is required for unit members to submit their request for approval in advance of the claim for work experience credit. When approval for work experience credit is requested after performing the work the unit member takes the risk that such request will not be approved.

4.3 The Committee shall meet a minimum of three years times per year at a mutually agreeable time and generally within the timelines set forth below:

4.3.1 Between Aug. 15 - Sept. 15

4.3.2 Between Jan. 1 - 31

4.3.3 Between May 1 - 31

4.4 Any unit member who believes that he/she will be able to move on the salary schedule in the upcoming school year shall notify the Personnel Department in writing of such on or before Feb. 1 of each year.

4.5 The unit member shall be responsible for submitting written proof of work experience completion to the committee and the Personnel Department at least two weeks before the first day of instruction each school year. The committee will review the proof and certify completion. The Personnel Office will move the person on the salary schedule upon being informed of certified completion.

5. CRITERIA FOR APPROVED WORK EXPERIENCE

5.1 Credit for advancement on the salary schedule shall be approved if the following is determined:

5.1.1 The work experience is pre-approved by the committee.

5.1.2 The work experience must directly relate to the unit member's subject area.

5.1.3 For each forty (40) hours of work experience gained after employment one half (1/2) unit of credit will be granted.

5.1.4 Said credit shall qualify the unit member for horizontal movement on the salary schedule.

5.1.5 The program by the unit member shall address the following:

5.1.5.1 Student benefits in the classroom;

5.1.5.2 What new lesson plans/curriculum was developed, implemented and measured;

5.1.5.3 Written summary of gained knowledge from teacher;

5.1.5.4 Certification of work time claimed by the unit member.

ARTICLE XX

ACADEMIC COURSE CREDIT FOR SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

1. COMMITTEE MEMBERSHIP

A Committee shall be made up of two (2) unit members and one (1) administrator. The Association shall appoint the unit members and the Superintendent shall appoint the administrator.

2. TIMELINES

- 2.1 All units must be submitted to the committee for approval during the school year in which they are taken or expect to be taken.
- 2.2 It is strongly advisable for unit members to submit their request for approval in advance of taking the courses. When approval for course credit is requested after taking the course, the unit member takes the risk that such request will not be approved.
- 2.3 The Committee shall meet a minimum of three times per year at a mutually agreeable time and generally within the timelines set forth below:
 - 2.3.1 Between Aug. 15 - Sept. 15
 - 2.3.2 Between Jan 1 - 31
 - 2.3.3 Between May 1 - 31
- 2.4 Any unit member who believes that he/she will be able to move on the salary schedule in the upcoming school year shall notify the Personnel Department in writing of such on or before Feb. 1 of each year.
- 2.5 The unit member shall be responsible for submitting written proof of course completion to the committee and the Personnel Department at least two weeks before the first day of instruction each school year. The committee will review the verification and certify completion. The Personnel Office will move the person on the salary schedule upon being informed of certified completion.
- 2.6 Classes held during work time or paid for by the County Office shall not qualify for units for salary schedule advancement.

3. CRITERIA FOR APPROVED UNITS

- 3.1 Credit for movement on the salary schedule shall be approved if the following is determined:

- 3.1.1 The credits are university/college approved and the subject matter of the class is related to the unit member's current assignment or a future assignment within ROP, or
 - 3.1.2 Credits are obtained from substantive classes sponsored by other organizations and the subject matter of the class is related to the unit member's current assignment or a future assignment within ROP.
 - 3.1.3 Credits are obtained through courses offered through programs leading to an industry-recognized certification or a specified skill set.
 - 3.2 With regard to 1a, the units may either be lower or upper division and shall be based on semester units.
 - 3.3 With regard to 1b, semester units will be awarded for approved courses in the ratio of one unit for every fifteen (15) hours of courses.
 - 3.4 Courses of less than fifteen (15) hours can be accumulated within each school year and the following six months to qualify. An extension to this time may be requested by the unit member in writing and submitted to the program director. The program director shall approve or deny the request within 14 days.
4. GENERAL PROVISIONS
- 4.1 Unit members who possess a Bachelor's Degree will be able to advance one column per year on the salary schedule once they have a clear credential.
 - 4.2 Unit members hired after July 2000 who do not have a Bachelors Degree will be credited with 3 units towards salary schedule movement for each year they teach, up to a maximum of 9 units. Unit members must accumulate an additional 6 units of educational credit to make a column move. After a column move, the unit member may again accumulate 3 units a year, again up to 9 units maximum towards salary schedule movement.

ARTICLE XXI

TRAVEL REIMBURSEMENT

- 1. MILEAGE REIMBURSEMENT: For routine daily travel other than a conference.
 - 1.1 If available, a County car should be used:
 - 1.2 If a private car is used, unit members shall be reimbursed upon filing a claim for travel required beyond traveling to and from their initial worksite. Reimbursement shall be at the prevailing county rate or at the IRS-approved rate, as selected by the unit member.

- 1.3 For those unit members designated as itinerant, the following shall apply:
 - 1.3.1 Reimbursement shall be paid from the County Office or the unit member's home, if the unit member leaves from home, whichever is the shortest distance.
 - 1.3.2 Itinerant for purposes of the Article shall mean nurses and designated instructional staff.

1.4 Travel Reimbursement for All Other Unit Members

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

2. MEALS REIMBURSEMENT: For routine daily travel other than a conference-related meal

- 2.1 Reimbursement for meals when traveling on SCOE business shall be in accordance with the Superintendent's Travel Policy for SCOE employees.
- 2.2 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.
- 2.3 Reimbursement for alcoholic beverages will never be honored.

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.

4. MISCELLANEOUS

- 4.1 All claim forms for conferences, out of County travel, etc., must include the day and time the unit member leaves and returns to the County in order to be honored.
- 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.
- 4.3 All personnel 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.

- 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 office.
- 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.
- 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.
- 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.

ARTICLE XXII

NONRENEWAL OF CONTRACT AND TERMINATION FOR CAUSE

1. NON-RENEWAL OF CONTRACT

- 1.1 Notice of Employment contracts shall be issued to unit members for each school year.
- 1.2 In the absence of a notice specified in Section 1.3, the unit member will continue to be employed from one school year to the next school year.
- 1.3 In the event the County Superintendent decides not to renew a unit member's contract for the next school year preliminary notice of non-renewal shall be provided to the unit member in writing on or before May 15.
 - 1.3.1 Included in such preliminary notice of intent action will be the opportunity for the unit member to meet with the Superintendent or the Superintendent's designee regarding the intended action.
 - 1.3.1.1 The meeting requested by the unit member shall take place prior to May 31.
 - 1.3.1.2 The unit member has the right to bring and be represented by a union representative at the meeting.

- 1.4 Final notice of non-renewal of contract will be issued on or before June 15.
2. NON-RENEWAL OF CONTRACT DUE TO LOSS OF ENROLLMENT (LAYOFF)
 - 2.1 The provisions under this layoff procedure shall supplement those in I above.
 - 2.2 Any unit member being considered for non-renewal of contract due to loss of enrollment, shall have a six (6) month grace period to bring enrollment up to its previous level. During the grace period a unit member shall not be noticed for layoff. At the beginning of the six (6) month period the unit member shall be noticed in writing that their contract may not be renewed due to loss of enrollment. The May 31 and June 15 deadline shall not apply and the summer months shall not be included in the grace period.
 - 2.3 If a unit member is not reemployed because of loss of enrollment due to action by County Office, the unit member shall have first claim on any vacancy for which he/she is qualified and credentialed to teach.
 - 2.4 A unit member whose contract is not renewed under this layoff procedure shall have twelve (12) months of reemployment rights.
 - 2.5 Benefits provided as a result of non-renewal action:
 - 2.5.1 A ROP unit member whose contract has not be renewed under Section I and II 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 of travel for any interview which requires travel of 200 miles or more in one direction. 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.
 - 2.5.2 A ROP unit member whose contract has not been renewed under Section I and II shall be entitled along with his/her dependents, for a period of 24 months, to continue enrollment in any health and welfare plan offered by the County Office to unit members. The County Office shall pay the premiums specified by the contract through September 30, following the last day of service. Thereafter, the former unit member shall be afforded the right to purchase benefits through COBRA.

3. TERMINATION OF A ROP UNIT MEMBER FOR CAUSE DURING THE SCHOOL YEAR
 - 3.1 A ROP unit member may be terminated during the school year for just cause only.
 - 3.2 Just cause shall be defined as those causes set forth in Education Code section 44932.
 - 3.3 The Superintendent shall provide the unit member with a written notice of the recommended dismissal action and the reasons therefor and shall include a statement of his right to appeal within fifteen (15) days of the date of this notice. Such notice shall be transmitted in person or be sent by registered or certified mail to the last address of record of the unit member.
 - 3.4 Included in the statement of charges and notice of dismissal will be the opportunity for the unit member to meet with the Superintendent and/or his designee regarding the charges and proposed penalty. The unit member has the right to bring his/her union representatives to such a meeting.
 - 3.5 Notwithstanding the procedures prescribed above, a unit member may be immediately suspended pending a final decision on dismissal under the provisions of Education Code sections 44939, 44940, and 44942.
 - 3.6 Failure to appeal, as provided below, shall make the action of the Superintendent final and conclusive.
 - 3.7 Appeal
 - 3.7.1 A ROP unit member who has been recommended for dismissal may appeal to the Superintendent fifteen (15) calendar days after having been furnished with a copy of the written charges by filing a written answer to such charges and a request for a hearing.
 - 3.7.2 The Superintendent shall arrange for a hearing to be held by an Administrative Law Judge of the Office of Administrative Hearings.
 - 3.8 Hearing Procedure
 - 3.8.1 Hearings shall be conducted in the manner most conducive to determination of the truth, and shall not be bound by technical rules of evidence.
 - 3.8.2 The Administrative Law Judge shall determine the relevancy, weight, and credibility of testimony and evidence and shall base his/her findings on the preponderance of evidence.
 - 3.8.3 Each side will be permitted an opening statement (County Office first) and closing arguments. The County Office shall first present its witnesses and

evidence to sustain its charges and the unit member will then present his/her witnesses and evidence in defense.

- 3.8.4 Each side will be allowed to examine and cross-examine witnesses.
- 3.8.5 Both the County Office and the unit member will be allowed to be represented by legal counsel or other designated representative.
- 3.8.6 The Administrative Law Judge may and shall, if requested by the County Office or the unit member, subpoena and/or require the production of records or other material evidence.
- 3.8.7 The Administrative Law Judge may prior to or during a hearing grant a continuance for any reason he/she believes to be important to reaching a fair and proper decision.
- 3.8.8 The Administrative Law Judge shall render his/her advisory judgment as soon after the conclusion of the hearing as possible and in no event later than fifteen (15) calendar days. His/her decision shall set forth which charges, if any, are sustained and the reasons therefor.
- 3.8.9 The advisory decision of the Administrative Law Judge shall be filed with the Superintendent for a final decision. The unit member and/or his/her representative may speak with the Superintendent regarding the proposed decision.
- 3.8.10 The decision of the Superintendent shall be final and binding and shall be communicated in writing to the unit member within five (5) days of the Superintendent's action.
- 3.8.11 The unit member or his representative may obtain a copy of the transcript of the hearing upon written request and agreement to pay for necessary costs.

ARTICLE XXIII

TEACHER RIGHTS

1. PERSONAL

- 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. Exceptions may exist for unit members assigned to detention facilities, or when

background checks are required by the Sonoma County Sheriff's Office as a condition of employment/assignment.

2. STUDENT TEACHERS

2.1 The unit member will not be assigned a student teacher without the unit member's prior approval.

2.2 A unit member electing to work with a student teacher will be provided information relevant to:

2.2.1 Specific criteria and/or expectations of the teacher training institution.

2.2.2 Payment from the teaching institution to the supervising teacher.

3. 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.

ARTICLE XXIV

SHARED CONTRACTS

1. GENERAL PROVISIONS

1.1 Unit members may apply for shared contract which means two (2) unit members sharing one (1) full-time position. The County Office shall have final determination on all issues of a Shared Contract.

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.

1.3 Salaries shall be computed on a FTE basis.

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.

1.5 Sick leave shall be computed on a FTE basis.

1.6 Retirement shall be computed on a FTE basis as specified in the Education Code.

- 1.7 Teaching hours shall be determined consistent with Article XIII of the contract.
- 1.8 Step advancement and notice shall be consistent with article XXI 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.
- 1.9 Full day substitutes will generally be provided when a unit member is absent.
- 1.10 The Personnel Director will inform applicants of the effects that a shared contract will have on their retirement.

2. REQUEST FOR A SHARED CONTRACT

- 2.1 No later than March 1, the Personnel 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 Personnel Department no later than March 30th.
- 2.2 Shared contract proposal forms will be available through department principals or team leaders. (See appendix for copy of form.)

3. PROPOSAL

- 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.
 - 3.1.1 Continuity of instruction and services for students enrolled in the potential shared contract assignment.
 - 3.1.2 Staff development and training plan to ensure continuity of instruction and services.
 - 3.1.3 Responsibilities for developing instructional program.
 - 3.1.4 Responsibilities and method(s) of communication
 - 3.1.4.1 home/school
 - 3.1.4.2 unit team and county office staff
 - 3.1.4.3 district personnel
 - 3.1.4.4 other agency personnel
 - 3.1.5 Meeting attendance such as:
 - 3.1.5.1 IEP meetings
 - 3.1.5.2 parent conferences

- 3.1.5.3 unit meetings
- 3.1.5.4 minimum day inservices

3.1.6 Responsibilities for maintenance of records such as:

- 3.1.6.1 assessment reports
- 3.1.6.2 parent conferences
- 3.1.6.3 cum folders/other confidential reports

3.1.7 Purchasing and budget expenditures

3.1.8 Precise percentage of split position and benefits

3.1.9 Request for unpaid leave for that percentage of position that each unit member will not work if the shared contract proposal is approved for next school year.

3.1.10 The beginning and ending dates of the shared contract.

4. PROPOSAL EVALUATION

4.1 Student Programs and Services administrators shall evaluate each proposal in regards to:

- 4.1.1 The degree of expressed long-term commitment to a shared contract assignment by requesting unit members.
- 4.1.2 The degree of continuity of instruction and services to students.
- 4.1.3 The availability of resources to provide the identified staff development and training programs.
- 4.1.4 The feasibility of implementing communication, meeting attendance, maintenance of records, and budget expenditures.

5. NOTIFICATION

- 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.
- 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.

6. RETURN TO ORIGINAL POSITION

- 6.1 If at the end of a school year, one person involved in a shared contract resigns or returns to the original percentage position, the other person must either:
 - 6.1.1 return to his/her original percentage position or
 - 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.
- 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 XXV

SALARY AND FRINGE BENEFITS

1. The salary schedule in effect is attached as Appendix A-1.
2. An annual stipend will be paid to each member of the bargaining unit based on each hour of assigned teaching per day equal to \$350.00 per hour. (Example: A full time teacher will teach six (6) hours and receive an annual stipend of \$2,100.00)
3. Effective July 1, 2006, unit members shall be provided the opportunity to supervise up to thirty (30) students involved in Cooperative Vocational Education and be paid a stipend of \$45.00 per student per school month. With the mutual agreement of the County Office and the teacher the number of students may be increased based on student needs. Appropriate supervision includes compliance with all Title V regulations. The teachers already engaged in Cooperative Vocational Education shall not be entitled to this provision.
4. A unit member who attends a back-to-school meeting sponsored by a school district to which the unit member is assigned shall receive a \$100 stipend. Only one stipend will be paid per year/
5. All full-time ROP teachers shall participate in the RESIG health benefit plan package and the Sonoma County Office of Education will pay the equivalent of the Kaiser Low health premium for employee only. The following medical, dental and vision plans are available:
 - 5.1 Medical Plans
 - 5.1.1 Kaiser
 - 5.1.2 Blue Shield

5.2 Dental Plan

5.2.1 Delta Dental

5.3 Vision Plan

5.3.1 VSP

6. The Superintendent shall provide the following coverage:

6.1 Group life insurance in the amount of \$60,000 for each full-time unit member.

6.2 Disability Insurance

7. An Employee Assistance Program (EAP) has been established in fiscal year 1995-96. The EAP services shall be provided through the Family Service Agency of Sonoma County. The County Office will pay the fees for up to two hours of services per year per employee. With prior approval for use of paid time off, an employee may use paid time off, including sick leave and personal necessity leave to use the EAP services.

8. Retirees age sixty-five (65) or greater and dependents shall remain a part of the County Office's group medical insurance program, provided he/she pays the premiums and with carrier approval.

9. 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.

ARTICLE XXVII

STATUTORY CHANGES

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.
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 XXVIII

SAVINGS PROVISION

If any provisions of this Agreement 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 XXIX

CONCERTED ACTIVITIES

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. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward including 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.

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.

This Article is suspended in connection with any reopeners following exhaustion of bargaining and impasse obligations.

ARTICLE XXX

EFFECT OF AGREEMENT

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 XXXI

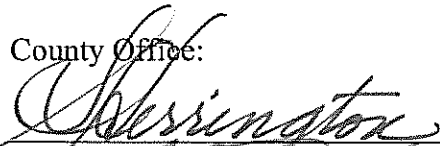
COMPLETION OF MEET AND NEGOTIATION

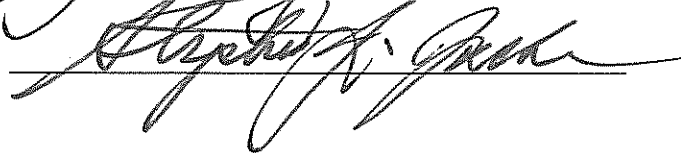
This agreement expires June 30, 2014.

During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the County Office shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the County Office or the Association at the time and even though such subjects or matters were proposed and later withdrawn.


This reflects the entire agreement.

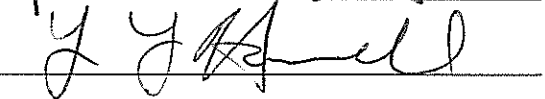
County Office:





Association:





SONOMA COUNTY OFFICE OF EDUCATION

Shared Contract Proposal

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 Personnel 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.

III
Development of Instructional 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.

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



5340 Skyline Boulevard
Santa Rosa, CA 95403-8246
(707) 524-2600 ■ www.scoe.org

CHILD ABUSE REPORTING STATEMENT

I, _____, acknowledge I have received a copy of Section 11166 of the Penal Code and have fully read and familiarized myself with the provisions of this Section.

I further understand the following:

1. Section 11166 of the Penal Code requires any child care custodian, health practitioner, employee of a child protective agency or child visitation monitor who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of a child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

2. "Child Care Custodian" includes teachers, instructional aides, administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; licensees, administrators and employees of community care facilities or child day care facilities licensed to care for children; headstart teachers; licensing workers; or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to foster parents, group home personnel, and personnel of residential care facilities; and social workers, probation officers, or parole officers.

3. "Health Practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code or emergency medical technicians I or II, paramedics, or other persons certified pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code; psychological assistants registered pursuant to Section 2913 of the Business and Professions Code, and Marriage, Family and Child Counselors.

As an employee of the Sonoma County Office of Education, I shall comply with all provisions of Section 11166 of the Penal Code, relating to Child Abuse Reporting.

Date: _____ Signature: _____

West's Annotated California Codes – Penal Codes
Part 4. Prevention of Crimes and Apprehension of Criminals
Title 1. Investigation and Control of Crimes and Criminals
Chapter 2. Control of Crimes and Criminals
Article 2.5 Child Abuse and Neglect Reporting Act

11166. (a) Except as provided in subdivision (c), a mandated reporter shall make a report to an agency specified in Section 11165.9 whenever the mandated reporter, in his or her professional capacity or within the scope of his or her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect. The mandated reporter shall make a report to the agency immediately or as soon as is practically possible by telephone, and the mandated reporter shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

(1) For the purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect. For the purpose of this article, the pregnancy of a minor does not, in and of itself, constitute a basis for a reasonable suspicion of sexual abuse.

(2) The agency shall be notified and a report shall be prepared and sent even if the child has expired, regardless of whether or not the possible abuse was a factor contributing to the death, and even if suspected child abuse was discovered during an autopsy.

(3) A report made by a mandated reporter pursuant to this section shall be known as a mandated report.

(b) Any mandated reporter who fails to report an incident of known or reasonably suspected child abuse or neglect as required by this section is guilty of a misdemeanor punishable by up to six months confinement in a county jail or by a fine of one thousand dollars (\$1,000) or by both that fine and punishment.

(c) (1) A clergy member who acquires knowledge or a reasonable suspicion of child abuse or neglect during a penitential communication is not subject to subdivision (a). For the purposes of this subdivision, "penitential communication" means a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret.

(2) Nothing in this subdivision shall be construed to modify or limit a clergy member's duty to report known or suspected child abuse or neglect when the clergy member is acting in some other capacity that would otherwise make the clergy member a mandated reporter.

(d) Any commercial film and photographic print processor who has knowledge of or observes, within the scope of his or her professional capacity or employment, any film, photograph, videotape, negative, or slide depicting a child under the age of 16 years engaged in an act of sexual conduct, shall report the instance of suspected child abuse to the law enforcement agency having jurisdiction over the case immediately, or as soon as practically possible, by telephone, and shall prepare and send a written report of it with a copy of the film, photograph, videotape, negative, or slide attached within 36 hours of receiving the information concerning the incident. As used in this subdivision, "sexual conduct" means any of the following:

(1) Sexual intercourse, including genital-genital, oral-genital, anal-genital, or oral-anal, whether between persons of the same or opposite sex or between humans and animals.

(2) Penetration of the vagina or rectum by any object.

(3) Masturbation for the purpose of sexual stimulation of the viewer.

(4) Sodomasochistic abuse for the purpose of sexual stimulation of the viewer.

(5) Exhibition of the genitals, pubic, or rectal areas of any person for the purpose of sexual stimulation of the viewer.

(e) Any other person who has knowledge of or observes a child whom he or she knows or reasonably suspects has been a victim of child abuse or neglect may report the known or suspected instance of child abuse or neglect to an agency specified in Section 11165.9.

(f) When two or more persons, who are required to report, jointly have knowledge of a known or suspected instance of child abuse or neglect, and when there is agreement among them, the telephone report may be made by a member of the team selected by mutual agreement and a single report may be made and signed by the selected member of the reporting team. Any member who has knowledge that the member designated to report has failed to do so shall thereafter make the report.

(g) (1) The reporting duties under this section are individual, and no supervisor or administrator may impede or inhibit the reporting duties, and no person making a report shall be subject to any sanction for making the report. However, internal procedures to facilitate reporting and apprise supervisors and administrators of reports may be established provided that they are not inconsistent with this article.

(2) The internal procedures shall not require any employee required to make reports pursuant to this article to disclose his or her identity to the employer.

(3) Reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, co-worker, or other person shall not be a substitute for making a mandated report to an agency specified in Section 11165.9.

(h) A county probation or welfare department shall immediately, or as soon as practically possible, report by telephone, fax, or Electronic transmission to the law enforcement agency having jurisdiction over the case, to the agency given the responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code, and to the district attorney's office every known or suspected instance of child abuse or neglect, as defined in Section 11165.6, except acts or omissions coming within subdivision (b) of Section 11165.2, or reports made pursuant to Section 11165.13 based on risk to a child which relates solely to the inability of the parent to provide the child with regular care due to the parent's substance abuse, which shall be reported only to the county welfare or probation department. A county probation or welfare department also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

(i) A law enforcement agency shall immediately, or as soon as practically possible, report by telephone to the agency given responsibility for investigation of cases under Section 300 of the Welfare and Institutions Code and to the district attorney's office every known or suspected instance of child abuse or neglect reported to it, except acts or omissions coming within subdivision (b) of Section 11165.2, which shall be reported only to the county welfare or probation department. A law enforcement agency shall report to the county welfare or probation department every known or suspected instance of child abuse or neglect reported to it which is alleged to have occurred as a result of the failure of a person responsible for the child's welfare, or as the result of the failure of a person responsible for the child's welfare to adequately protect the minor from abuse when the person responsible for the child's welfare knew or reasonably should have known that the minor was in danger of abuse. A law enforcement agency also shall send, fax, or electronically transmit a written report thereof within 36 hours of receiving the information concerning the incident to any agency to which it makes a telephone report under this subdivision.

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 Operations Safety Committee

Action taken _____

Certificated Employee

Evaluation Period: _____ to _____

Sonoma County Office of Education

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 professional 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 by March 30 if an employee's performance is rated unsatisfactory;
- Summative evaluation and content discussion must be completed by May 1.

TIMELINE:

Group Orientation	Date _____	<i>Optional, but recommended</i>
Formative Conference/Professional Growth Plan	Date _____	<i>By October 15</i>
First Pre-observation Conference	Date _____	<i>Recommended</i>
First 30-minute Observation	Date _____	<i>Requires 24-hour notice</i>
First Post-observation Conference	Date _____	<i>Within 5 work days of observation</i>
Second 30-minute Observation	Date _____	<i>Requires 24-hour notice</i>
Informal Observation(s)	Date(s) _____	<i>Recommended for Probationary</i>
Summative Evaluation Conference	Date _____	<i>By May 1</i>

INFORMATION SOURCES USED:

- | | |
|---|---|
| <input type="checkbox"/> Observation Recording Form | <input type="checkbox"/> Professional Goals (<i>required, by October 15</i>) |
| <input type="checkbox"/> Peer Feedback | <input type="checkbox"/> Performance Improvement Plan (<i>if required, by March 30</i>) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Professional Portfolio |

ASSIGNMENT INFORMATION:

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

Number of: Students served _____ Teaching Assistants _____ Others _____

- | | | | | |
|-----------------|---|--|--------------|--|
| Students served | <input type="checkbox"/> court | <input type="checkbox"/> communicatively handicapped | Age Level(s) | <input type="checkbox"/> preschool |
| | <input type="checkbox"/> community | <input type="checkbox"/> physically handicapped (VI, DHOH, OH) | | <input type="checkbox"/> elementary |
| | <input type="checkbox"/> general education | <input type="checkbox"/> seriously emotionally disturbed | | <input type="checkbox"/> junior high |
| | <input type="checkbox"/> learning handicapped | <input type="checkbox"/> resource specialist program | | <input type="checkbox"/> middle school |
| | <input type="checkbox"/> severely handicapped | <input type="checkbox"/> community-based instruction | | <input type="checkbox"/> secondary |
| | <input type="checkbox"/> full inclusion | <input type="checkbox"/> other _____ | | <input type="checkbox"/> transition |

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

Explanation of special circumstances impacting evaluation, if any _____

Employee (initial) _____

Evaluator (initial) _____

Meets
Criteria

Does Not
Meet
Criteria

Does Not
Apply

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 confidentiality | <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.)*

Meets
Criteria

 Does Not
Meet
Criteria

 Does Not
Apply

2.00 CURRICULUM

Adherence to curricular objectives.

- 3.01 Integrates the general education curricula into the educational program of students.....
- 3.02 Integrates the demands of student environments with individualized materials and strategies
- 3.03 Demonstrates knowledge of state frameworks appropriate to the students’ skill level
- 3.04 Selects curricula and subject matter related to the educational plans of students
- 3.05 Modifies curricula areas to meet student needs

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

4.00 LEARNING ENVIRONMENT

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

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

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

STRENGTHS OF EMPLOYEE

RECOMMENDATIONS (OPTIONAL)

EMPLOYEE COMMENTS

SIGNATURES

Evaluator _____ Date _____

Employee _____ Date _____
(Signature indicates receipt of appraisal only and not necessarily agreement.)

Director(s) _____ Date _____

Assistant Superintendent _____ Date _____

Superintendent or designee _____ Date _____

Return form to Personnel by May 15

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 goals

check or completion date

Summary (To be completed at the final conference)

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 timeline 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: _____

Professional Portfolio (optional)

Sonoma County Office of Education

Employee _____ Evaluator _____
School Year _____ Date of First Conference _____

PORTFOLIO (Optional)

Feedback Forms Available	Check if used/received	Date put in folder
Peer Feedback	<input type="checkbox"/>	_____
Client Feedback Form	<input type="checkbox"/>	_____
Letter of Acknowledgment	<input type="checkbox"/>	_____
Letter of Special Contribution	<input type="checkbox"/>	_____
Letter of Special Activity	<input type="checkbox"/>	_____

SPECIAL CONTRIBUTIONS AND ACTIVITIES (Optional)

Peer Feedback (optional)

Sonoma County Office of Education

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.
2. Instructional techniques and strategies used by the employee.
3. Specific adherence to curricular objectives.
4. Learning environments and experiences that are provided by the employee.
5. Cooperative working relationships and communication with the staff personnel and various agencies.
6. Health and safety needs identified and met in accordance with required duties and responsibilities.

Observation Guide

Sonoma County Office of Education

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 principles 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
Physical environment well organized and attractively arranged	Y	N	NA
Feeling tone was positive	Y	N	NA
Commendations/recommendations			

Employee Signature: _____ Date: _____

Evaluator Signature: _____ Date: _____

Observation Recording Form (Optional)

Sonoma County Office of Education

Employee _____ Assignment _____

Observation Site _____ Evaluator _____

Date _____ Time Began _____ Time Ended _____

Observation Objective(s)

Observation

Sonoma County Office of Education

2010-11 Calendar

○ Holiday □ Local Holiday

NOTE: This calendar applies to most SCOE employees at the Skylane facility. Employees working for instructional programs should check with their supervisor for the work calendar applicable to their position.

July						
S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September						
S	M	T	W	T	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November						
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7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January						
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						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February						
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		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
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24	25	26	27	28	29	30

May						
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29	30	31				

June						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 5 Independence Day Observed
September 6 Labor Day
November 11 Veterans Day
November 25-26 Thanksgiving Break

December 23 Christmas Eve Observed
December 24 Christmas Day Observed
December 30 New Year's Eve Observed
December 31 New Year's Day Observed

January 17 Martin Luther King, Jr. Day
February 14 Lincoln Day Observed
February 21 Presidents' Day
May 30 Memorial Day

Sonoma County Office of Education

2011-12 Calendar

○ Holiday □ Local Holiday

■ All work reduction days must be scheduled on these dates

July						
S	M	T	W	T	F	S
					1	2
3	④	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
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21	22	23	24	25	26	27
28	29	30	31			

September						
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October						
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
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13	14	15	16	17	18	19
20	21	22	23	⑫	25	26
27	28	29	30			

December						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	⑬	24
25	⑭	27	28	29	⑮	31

January						
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15	⑰	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
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19	㉑	21	22	23	24	25
26	27	28	29			

March						
S	M	T	W	T	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
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22	23	24	25	26	27	28
29	30					

May						
S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	㉒	29	30	31		

June						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 4 Independence Day
September 5 Labor Day
November 11 Veterans Day
November 24-25 Thanksgiving Break

December 23 Christmas Eve Observed
December 26 Christmas Day Observed
December 30 New Year's Eve Observed
January 2 New Year's Day Observed

January 16 Martin Luther King, Jr. Day
February 13 Lincoln Day Observed
February 20 Presidents' Day
May 28 Memorial Day

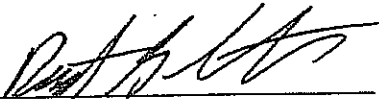
All employees, except for those in Business Services, must take Nov 23 and Dec 27, 28, and 29 as work reduction days

My five work reduction days will be: _____, _____, _____, _____, _____

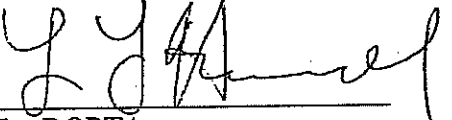
Name _____ Date _____

**TENTATIVE AGREEMENT
SONOMA COUNTY OFFICE OF EDUCATION
AND
ROPTA TEACHERS ASSOCIATION
FOR THE 2010-11 AND 2011-12 CALENDARS**

1. The work calendar shall be revised to reduce the full-time work year of ROPTA unit member by five instructional days. This is necessary due to the fact that Districts for which SCOE provides ROP Classes have reduced their instructional year by up to five days. ROPTA teachers who provide instruction in Districts with more than 175 days will be paid on supplemental payroll for those days.
2. Along with the reduction in work year, the salary schedules for 2010-2011 and 2011-2012 shall be reduced by five (5) day's pay to reflect a work year of 177 days.



For SCOE



For ROPTA

June 23, 2010