

COLLECTIVE BARGAINING
AGREEMENT

BETWEEN

SONOMA COUNTY OFFICE OF
EDUCATION

and

SONOMA COUNTY CAREER
TECHNICAL EDUCATION
TEACHERS ASSOCIATION

Contract Expires June 30, 2021

Sonoma County Office of Education
Dr. Steven Herrington, Superintendent
5340 Skylane Boulevard
Santa Rosa, CA 95403

COLLECTIVE BARGAINING AGREEMENT

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ARTICLE I

AGREEMENT

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sonoma County Superintendent of Schools and the Career Technical Education (CTE) 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, 2018, through and including June 30, 2021. In 2018-2019, Fringe Benefits and up to two Articles of each parties choice may be reopened; Salary may not be reopened in 2018-19. In 2019-2020, Article XV Salary and Fringe Benefits and up to two Articles of each parties choice may be reopened.

ARTICLE II

RECOGNITION

1. The Sonoma County Office of Education (“County Office”) recognizes the Sonoma County Career Technical Education Teachers Association (“Association”) as the exclusive representative of all certificated CTE teachers of the County Office that provide primary instruction in CTE with whom the County Office holds a district contract to provide CTE teaching services.

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. “Days” means any day during which the Sonoma County Office of Education is open for business.
3. “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.
4. “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.
5. “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 while not present during the unit member’s scheduled shift.
6. “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.
7. “Immediate Family” means spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee and the mother, father, grandmother, grandfather, of the employee or the spouse of the employee, registered domestic partner, 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.
8. “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.
9. “County Office” means the Sonoma County Office of Education.
10. “Association” means the Sonoma County Career Technical Education Teachers Association.

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. 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 non-work hours.
5. The Association may designate three (3) representatives (negotiation team) 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 administrators 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.

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, unless otherwise required by law.
3. Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person.
4. The unit member shall have the right to inspect such materials upon request, provided that the inspection is not 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
 - 6.1 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.
 - 6.2 The total number of such letters or materials entered into the Personnel File at the unit member's request shall not exceed three (3) each year.
7. The original copy of a unit member's Evaluation shall be placed in the unit member's personnel file upon completion of the evaluation process.

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 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 violations or alleged violations of this agreement, 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 the County Office 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 considered resolved. 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 advance the grievance to the next level.
- 3.3 The grievance must be filed within twenty-five (25) days after grievant knows or reasonably could have known of the alleged violation. Failure to file a grievance within the timeframe constitutes a waiver of the grievant’s right to file and/or pursue

the grievance.

- 3.4 All time limits can be amended with 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 informed the County Office of the grievant's prior commitment which reasonably precludes the grievant from processing the grievance at that time (summer). The parties may agree to new timelines.

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 Grievant's 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

- 5.1.1 Level I - Within fifteen (15) 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 (including via email) to the immediate supervisor.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 Within the above time limits, either party may request an informal conference to discuss the grievance and potential resolution.
- 5.1.5 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 of the Level I decision or its due date, an appeal may be made to the Superintendent or his designee.
- 5.1.6 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.
- 5.1.7 The Superintendent or his designee shall make a decision in writing within ten (10) days and communicate the decision with reasons, to the grievant.
- 5.1.8 Within the above time limits, the grievant or the Superintendent or the Superintendent's designee shall, at the request of either party, have a personal conference.
- 5.2 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.
 - 5.2.1 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 of five arbitrators from the California State Mediation and Conciliation Service. Each party may strike an arbitrator from the

list until one arbitrator remains.

- 5.2.2 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.
- 5.2.3 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 Superintendent 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 computers, copy machines, other office equipment, and all types of audio-visual equipment when such equipment is not otherwise in use.
 2. The Association may use unit member mailboxes for distribution of Association material, and may 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 Association may request a meeting with the County Superintendent to discuss matters of concerns within 15 days of advance notice.
 5. Within 30 days of days of hire, the County Office shall provide the CTETA President with the following information, as limited by 5(C) below, that the County Office has on file for any newly hired CTE certificated employee:
 - a. Name
 - b. Job title
 - c. Department
 - d. Work location
 - e. Work telephone number
 - f. Home and personal cellular telephone numbers
 - g. Personal email address
 - h. Home address
- 5.1 No later than October 1, and every 120 days thereafter, of each school year, the County Office shall provide the information in a-h above to the CTETA President for all unit members.
 - 5.2 County Office shall not be required to provide any personal contact information of an employee to CTETA if the employee does not provide such information to SCOE, has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.
 - 5.3 The Association shall have access to employees newly hired into positions within the bargaining unit during the County Office new employee orientation process as follows:
 - 5.3.1 CTETA President or designee shall receive at least ten (10) business days notice in advance of an employee orientation, except that shorter notice may be provided where there is an urgent need for an employee to begin work.

5.3.2 CTETA may choose one of the following methods of presentation:

Representatives from CTETA will be permitted to meet with a newly hired employee in person during the first or last ten (10) minutes of the employee orientation; or

SCOE will play a video clip prepared by the Association not to exceed ten (10) minutes for a newly hired employee during the employee orientation.

5.3.3 No employee will be forced to participate in the above CTETA presentation. An employee's refusal to participate does not constitute a violation by SCOE of any provision of this section.

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 a representative present.
 - 3.3 After the meeting, if the administrator determines that further investigation is warranted, the complaint shall be reduced to writing. A general description of the nature of the complaint 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. 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 CTE 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 County Office 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 County Office administrator the unit member will be able to continue to work.
 - 9.3 County Office will complete an investigation of the complaint in a timely basis.
 - 9.4 If the investigation reveals that the complaint has merit, a report shall be drafted and 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 and benefits eligibility, the a “full time” workday for unit members shall be six (6) teaching hours or equivalent (sections) per day. . In addition, unit members shall be entitled to at least a thirty (30) minute duty free lunch. In addition, unit members shall be available before or after the students’ instructional day to provide student supervision and support, if so requested. 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 and benefits eligibility, it is understood that as professionals, CTE 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.
 - 2.1 Supplemental pay will be utilized if a district calendar is more than the SCOE contracted calendar.
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 College and Career Readiness Services Director. Denial of such request shall be discussed with the unit member within five (5) working days of the request.
 - 3.1 Meetings shall be scheduled within an eight (8) hour period comprised of the six (6) hour workday referred to in paragraph 1, above, and the one (1) hour period before and the one hour period after such 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.
4. Unit members will follow their assigned school site calendar of the contracted district. 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 31.
5. Unit members providing part-time service to the County Office (that is, unit members who teach fewer than six courses in a given semester) may qualify for one or more early-retirement benefits provided for under this Article XVIII, Section 1 (a) such unit member is receiving or is eligible to receive such benefits from the County Office at the time of retirement and (b) such unit member otherwise meets the qualifying conditions set forth in

this Article XVIII, Section 1 (including, without limitations, by having provided an aggregate of ten (10) years of full time equivalent satisfactory service with the County Office.

ARTICLE XIV

LEAVES

1. GENERAL PROVISIONS

- 1.1 In addition to the specific types of leave set forth in this Article, the County Superintendent may grant any other paid leave, unpaid leave, or unpaid leave with benefits which it deems appropriate.
- 1.2 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.
- 1.3 Denial of a leave shall be accompanied with a written rationale and such rationale shall not in any way be punitive.
- 1.4 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 at a rate no less than one day (eight hours) of sick leave within three months of employment of each 12-month period and at least three days (24 hours) of sick leave within nine months of employment.
- 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 Human Resource Services Department 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.

Personal Necessity

2.1.5 A unit member may use up to ten (10) days per year of accrued sick leave for absences necessitated by personal necessity.

2.1.6 Personal Necessity is defined as any situation which requires the unit member to be absent from work during regular work hours and is used for activities that cannot be accomplished during the unit member's non-work hours. However, 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.

2.1.7 If possible, unit member shall provide 24 hours notice of need for such leave.

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

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

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

2.2 Extended Sick Leave

2.2.1 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.

2.3 Disability During Maternity Leave

2.3.1 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.

2.3.2 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.

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

2.4 Bereavement Leave

2.4.1 Unit members are entitled to a paid leave of absence not to exceed three (3) in state, 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.

2.5 Commission on Professional Competence

2.5.1 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.

2.6 Sick Leave Conservation Incentive

2.6.1 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 of their desire as soon as the earlier date is known to the unit member. An early return is dependent on the expressed 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

Family Care Leave will be offered pursuant to the California Family Medical Leave Act.

- 3.7.1 Any 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 stepchild, 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 stepparent, 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 any 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.

- 3.7.9.5 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.

3.7.9.6 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 in partnership with contracting districts and/or agency shall take reasonable efforts to insure provision of:
 - 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, timelines 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. The County Office shall provide training and in-service on instructional and physical techniques used in the unit member's employment.
7. By September 1, the County Office will develop an Emergency Preparedness Plan to interface with local school district plans. In instances where there is no appropriate existing plan, the County Office will develop such a plan. The Emergency Plan shall be provided to each unit member and be reviewed by the County Office annually.
8. Specialized Health Care
- 8.1 Unit members shall not be responsible for performing such special procedures until properly trained and certified by the County Office or other appropriate agency.
 - 8.2 Unit members are to be trained on special procedures to perform on student prior to or concurrent with enrollment in class.
 - 8.3 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 and with whom the County Office holds a Memorandum of Understanding. 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. An assignment's duration is 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 May 15 and July 15 in accordance with the following process:

- 2.1 From June 1 to August 5, a listing all certificated vacancies available within the College and Career Readiness Services (CCRS) Department will be posted on Ed-Join. The position announcement 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 Human Resources 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 CCRS 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 site location and class list or student enrollment or caseload distribution.

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.

3.1.4 Unit members other than itinerant unit members, shall be provided with up to two

(2) days of release time, upon request, prior to the effective date of the reassignment or relocation when the movement occurs during the school year.

3.1.5 When any future vacancies occur, unit members who have been involuntarily assigned, reassigned, or relocated shall be given consideration over all other unit members seeking voluntary assignments or reassignments.

3.2 Unit members who are relocated at a time when they are not scheduled to work shall be given the opportunity to pack and unpack their materials and supplies and shall be paid at a rate of \$20.00 per hour. Each unit member who is relocated shall discuss with their principal the possible need for additional non-teacher 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 a program.

4.2 Teacher Exchange: With the consent of the CCRS Director and the District Superintendent 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 CCRS Director later than May 1.

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. After providing ten (10) years of service with satisfactory evaluations, unit members shall be evaluated every five (5) years.
 - 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 CCRS 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 October 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 CCRS 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 primarily base his/her observation of a unit member on information 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 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 that match the Evaluation Instrument agreed upon annually by the bargaining unit and the administration.

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

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

- 3.1.2 The evaluation shall be based on at least three (3) observations.
 - 3.1.3 Each observation shall be of at least thirty (30) consecutive minutes in duration.
 - 3.1.4 The observations shall occur in the unit member's classroom or assigned work station, or alternate stations if applicable.
 - 3.1.5 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 the County Office 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, for the unit member's premium in the County Office's medical insurance plan 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, 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 the County Office's medical insurance plan at the same dollar rate that the County Office was paying 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) or until the retiree is covered by other medical insurance plans provided by any other source, whichever (age or coverage) comes first. Such coverage is subject to approval by the insurance carrier. 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.

2.5.4.3 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)

3.1 Notwithstanding any other provision, pursuant to California Education Code section 22713 the option to reduce the member's workload while receiving full time creditable service shall be exercised at the request of the member if all of the following conditions are met:

3.1.1.1 The unit member is employed as a prekindergarten through grade 12 certificated employee who does not hold a position with a salary above the maximum salary of a school principal for that employer.

3.1.1.2 The unit member has a minimum of 10 years of credited service in the Defined Benefit Program prior to the start of the school term of the first school year of the agreement to reduce the member's workload.

3.1.2 The unit member has been employed on a full-time basis to perform creditable service under the Defined Benefit Program each year of the five school years immediately preceding the first school year in which the unit member's workload is reduced, without having a break in service. Employer-approved leaves of absence, and unpaid absences from the performance of creditable

service for personal reasons from full-time employment do not constitute a break in service. The period of time during which a unit member is retired for service shall constitute a break in service.

- 3.1.3 The unit member is 55 years of age or older prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.
- 3.2 The County Office shall certify the unit member's eligibility for participation in the reduced workload program in accordance with article. The County Office's certification shall be submitted in a format prescribed by CALSTRS and shall be received in the system's headquarters office prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced.
- 3.3 The agreement to reduce the member's workload shall be in effect prior to the start of the school term of the first school year of the agreement for which the member's workload is reduced, and shall include the following requirements:
 - 3.3.1 The total amount of time in which the unit member reduces his or her workload pursuant to this section shall not exceed 10 school years.
 - 3.3.2 The reduced workload shall be equal to at least one-half of the time the County Office requires for full-time employment in that position in accordance with California Education Code section 22138.5.
 - 3.3.3 The unit member shall be paid creditable compensation that is the pro rata share of the creditable compensation the unit member would have been paid for that position had the member not reduced his or her workload.
 - 3.3.4 For each school year the unit member's workload is reduced pursuant to this section, the unit member shall make contributions to the Teachers' Retirement Fund in the amount that the member would have contributed if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.
 - 3.3.5 For each school year the unit member's workload is reduced pursuant to this section, the County Office shall contribute to the Teachers' Retirement Fund at a rate adopted by the board as a plan amendment with respect to the Defined Benefit Program an amount based upon the creditable compensation that would have been paid to the member if the member had performed creditable service for that position on a full-time basis and if that service was subject to coverage under the Defined Benefit Program.
- 3.4 The County Office shall maintain the necessary records to separately identify each unit member who participates in the reduced workload program pursuant to this section.

- 3.5 The agreement to reduce a member's workload shall be terminated if one of the following actions is taken:
- 3.5.1 The unit member's employment is terminated prior to the end of the school term.
 - 3.5.2 The member performs less than one-half of the days or hours the employer requires for full time in that position pursuant to Section 22138.5.
 - 3.5.3 The member and the employer mutually agree that the member will perform creditable service without making contributions in accordance with paragraphs (4) and (5) of subdivision (c).
- 3.6 Upon termination of the agreement for any of the reasons described herein:
- 3.6.1 The County Office shall notify the system that the agreement to reduce a unit member's workload has been terminated within 30 days of the agreement being terminated.
 - 3.6.2 The unit member's service credit and contributions for that school year in which the agreement is terminated shall be computed in accordance with California Education Code Section 22701 et. seq.
 - 3.6.3 That school year in which the agreement is terminated shall not be included in the total amount of time in which a unit member is allowed to reduce his or her workload.
- 3.7 Any subsequent agreement to reduce a unit member's workload shall meet all of the conditions set forth in this section.

ARTICLE XIX

VOCATIONAL CREDIT FOR SALARY SCHEDULE PLACEMENT AND ADVANCEMENT

1. INITIAL PLACEMENT

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 as needed.

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 Human Resources 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 Human Resources Department at least two weeks before the first day of instruction each school year. The committee will review the

proof and certify completion. The Human Resources 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 via majority vote.

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 were 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 ACCREDITED 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 –as needed
- 2.4 Any unit member who intends to advance on the salary schedule in the upcoming school year shall notify the Human Resources 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 Human Resources Department at least two weeks before the first day of instruction each school year. The committee will review the verification and certify completion. The Human Resources 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

- 3.1.1 Credit for movement on the salary schedule shall be approved if the County Office determines the following:
- 3.1.2 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 CTE, or

- 3.1.3 Credits are obtained from substantive classes sponsored by other accredited organizations and the subject matter of the class is related to the unit member's current assignment or a future assignment within CTE.
- 3.1.4 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 CCRS 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 Bachelor's 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, other than itinerant members, shall be reimbursed for travel required beyond traveling to and from their assigned worksite with the filing of the appropriate claim form. Reimbursement shall be at the prevailing county rate or at the IRS-approved rate, as selected by the unit member.

2. MEALS REIMBURSEMENT:

2.1 Reimbursement for meals when traveling on County Office business shall be in accordance with the Superintendent's Travel Policy for County Office employees.

2.2 Reimbursement for alcoholic beverages will never be honored.

3. LODGING

When overnight lodging is required for official County Office business, the real and actual cost for the single rate shall be paid. Receipts must be attached for this claim. Members should always request the government rate and waiver of applicable taxes when traveling for government business.

4. MISCELLANEOUS

4.1 "County Office business" refers to activities assigned to a unit member or approved by the County Office.

4.2 All claim forms must include the day and time the unit member leaves and returns to the County in order to be honored.

4.3 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.

4.4 All personnel driving to conduct 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

- 4.5 For conferences out of Sonoma County, mileage reimbursement shall be paid from the County Office, the unit member's home, whichever is least expensive to the County Office. Coach airfare may also be provided, with prior authorization from the County Office.
- 4.6 All travel claims shall be submitted at the conclusion of each month to the unit member's immediate supervisor. Reimbursements shall be issued without unnecessary delay.
- 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 will be dictated by 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.

1.4.1 A unit member whose contract has not be renewed 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.

1.4.2 A unit member whose contract has not been renewed 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.

2. TERMINATION OF A UNIT MEMBER FOR CAUSE DURING THE SCHOOL YEAR

2.1 A CTE unit member may be terminated during the school year pursuant to applicable laws and County Office policy.

ARTICLE XXIII

TEACHER RIGHTS

1. PERSONAL

1.1 The County Office shall not inquire beyond the position requirements 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 law.

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. COUNTY SUPERINTENDENT POLICIES

The County Office shall provide on-line access to the County Superintendent's adopted policies to the Association. All new or amended policies and new resolutions adopted by the County Superintendent shall be available to the Association 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 shall be on an FTE basis..
- 1.9 Full day substitutes will generally be provided when a unit member is absent.
- 1.10 The Assistant Superintendent of Human Resources 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 Human Resources Department shall notify employees of the need to file for a shared contract. Unit members wishing to enter into a shared contract assignment or to renew their shared contract shall file a proposal for a shared contract with the Human Resources Department no later than March 30th.
- 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 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 in-services
 - 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 CCRS 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 June 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. In 2018-2019, the salary schedule will be adjusted by an additional two percent (2%)
2. An annual stipend will be paid to each unit member 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. 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.
4. Beginning July 1, 2017, The Sonoma County Office of Education (SCOE) will contribute 85 per cent (85%) of the total Kaiser High Plan cost toward the member's health plan of choice. SCOE will also pay the total cost of vision and dental for the member and dependents as applicable.
 - 4.1 Medical Plans
 - 4.1.1 Kaiser
 - 4.1.2 Blue Shield
 - 4.2 Dental Plan
 - 5.2.1 Delta Dental
 - 4.3 Vision Plan
 - 5.3.1 VSP
5. The Superintendent shall provide the following coverage:
 - 5.1 Group life insurance in the amount of \$60,000 for each full-time unit member.
 - 5.2 Disability Insurance
6. An Employee Assistance Program (EAP) has been established. 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.
7. 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.

8. Unit members on all other County Superintendent 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 XXVI

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 XXVII

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 XXVIII

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 XXIX
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 XXX

COMPLETION OF MEET AND NEGOTIATION

This agreement expires June 30, 2021.

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.

SONOMA COUNTY CAREER TECHNICAL TEACHERS ASSOCIATION

Dated: _____

By: _____

Rick Stern, CTETA Bargaining Chair

SONOMA COUNTY SUPERINTENT OF SCHOOLS SONOMA COUNTY OFFICE OF EDUCATION

Dated: _____

By: _____

John Laughlin, Associate Superintendent