

**S**tanislaus

**A**ssociation

**C**ertificated

**P**ersonnel

ARTICLES OF AGREEMENT  
(Contract)

Stanislaus County Superintendent of Schools  
and the  
Stanislaus Association of Certificated Personnel  
California Teachers Association

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## ARTICLE 1

### **AGREEMENT AND TERM OF AGREEMENT**

This Agreement, between the Stanislaus County Superintendent of Schools (SCSS), ("Employer"), whose address is 1100 H Street, Modesto, California 95354 and the Stanislaus Association of Certificated Personnel (CTA/NEA), ("SACP" or the "Association") whose address is 3900 Mitchell Road, Ceres, California 95307, constitutes a bilateral and binding Agreement between the parties. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the California Government Code.

This Agreement shall be in full force and effect from July 1, 2019, through June 30, 2022. Salary and benefits are closed for reopener negotiations in 2020-2021 and each party has one reopener. In 2021-2022 salary and benefits plus one reopener from each party will be negotiated.

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. These terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written amendment. Nothing in this Agreement precludes the Association and the Employer from meeting to solve problems and to discuss issues or from consulting on items not included in this Agreement.

## ARTICLE 2

### **RECOGNITION**

- 2.1 The Employer recognizes the Association as the exclusive representative of all bargaining unit members as set forth in Appendix A of this Agreement.
- 2.2 As used in this Agreement, the term "Unit Member" shall refer to members of the bargaining unit only.
- 2.3 Unit Members in all categories in Appendix A except ROP Instructors and Certificated Naturalists are considered "classroom teachers" for the purpose of eligibility for tenure.

Certificated Naturalists and ROP Instructors are considered yearly contract Unit Members.

### ARTICLE 3

#### **NEGOTIATIONS**

- 3.1 The initial Association proposal on any Agreement successor to this Agreement shall be submitted to the County Superintendent on or about March 15 of the year this Agreement expires. Negotiations will commence within 30 calendar days after successor agreement is presented to the Employer.
- 3.2 Compliance with the provisions of Government Code Section 3547 shall occur so that negotiations may begin in conformance with the new law.
- 3.3 Any Agreement concluded under this procedure shall be reduced to writing and signed by the representatives of the Employer and the Association. Any Agreement between the representatives of the Employer and the Association is contingent upon ratification by the Employer and the Association.
- 3.4 Each party may be represented by up to five (5) persons at any negotiating session. In addition, one person acting as a negotiator, consultant, or in any other capacity may be present.
- 3.5 The employer shall provide a maximum of ten (10) days paid release time to be used by members of the bargaining unit for the purpose of contract preparation.
- 3.6 Each bargaining session shall be concluded with mutual agreement upon the agenda, date, time, and place of the next bargaining session unless agreement on such matters has been made at an earlier bargaining session. During a bargaining session other items may be added to that meeting's agenda by mutual agreement.
- 3.7 The Employer shall provide to the Association, upon request, such information as is in his/her possession and is relevant to topics under negotiations.
- 3.8 No later than November 30 of each year, the Employer shall furnish the Association with the placement of Unit Members on the salary schedule, including units earned and credited step placement.

## ARTICLE 4

### **ORGANIZATIONAL RIGHTS**

- 4.1 The Association shall have the right to use the meeting rooms of the Employer, as defined below, after student dismissal times.
  - 4.1.1 The Association shall request use of the Employer's meeting rooms in the same manner and with the same responsibilities as required of other groups who request such rooms.
- 4.2 The Association shall reimburse the Employer at actual cost for Employer materials or supplies used by the Association, with such use having been approved in writing by the Superintendent or his/her designee prior to such use.
- 4.3 There shall be available at each building site where five (5) or more Unit Members are permanently assigned, bulletin board space for the exclusive use of the Association. Announcements of teaching positions shall be sent to all certificated staff. Other memos will be sent to sites.
- 4.4 Association newsletters that may contain a message from the Superintendent and other responsible communications are considered the business of the employer and may be distributed through the Employer's mail delivery system. These items shall be subject to the same delivery schedule and procedures as any other mail being delivered through the county mail service. All material sent through the Employer's mail service shall be of a responsible and constructive nature with the Association accountable for items sent under its name. Political communications should not be distributed through the mail system. All other Association communications not approved as the business of the Employer shall be distributed through the U. S. mails or other means. Upon request by the Association, the Employer will provide on its web site a link to the Association's web site, where the Association may post notices of interest to members. The SCOE web site is not a public forum. The Employer disclaims any responsibility or liability for the content of messages posted on the Association's web site.
- 4.5 Representatives of the Association shall have the right to transact Association business with Unit Members after student dismissal time. Unit Members shall have the right to transact Association business on breaks, after student dismissal time, and during staff meetings. If the information is of a confidential nature, it

will be shared at the end of the staff meeting with only unit members in attendance.

- 4.6 The Employer shall supply the Association a list of names, site mailing address, and position of all Unit Members and Non-Unit Members defined in the bargaining unit no later than October 15. All new Unit Members will be reported to the Association no later than ten (10) working days after submitting his/her CTA/NEA Membership Enrollment Form to the Employer. All Unit Members shall have the right to refuse the release of any other information concerning them to the Association or its designee.
- 4.7 The SACP and the SCSS, through the Director of Human Resources and/or Core-level Administrators, shall meet periodically to review the administration of this Agreement and to consult on issues of interest to either party. Additional consulting meetings shall be held upon request of either party. Such a consulting meeting shall be scheduled by mutual agreement of the parties, but in no case shall the meeting be delayed more than fourteen (14) calendar days if either party wishes an early meeting.
- 4.8 A representative of the Association shall be released to attend all Stanislaus County Board of Education meetings and Superintendents' Council meetings.
- 4.9 The SACP President shall be granted release time for 12 days each year in order to conduct Association business, including attendance at internal contract-related meetings and hearings.
- 4.10 The Employer shall provide the Association with a computer disk copy of each contract upon its ratification. The Employer may select the type of computer and software from commonly used products.
- 4.11 Any Unit Member representing the Association as an elected CTA official at the state level shall be granted up to four (4) days of paid release time to attend state level meetings. The Unit Member shall reimburse the Employer the actual cost of a substitute.

## ARTICLE 5

### **PROFESSIONAL DUES**

- 5.1 Each Unit Member working a full contract shall receive twelve (12) paychecks. Upon certification of the Association pursuant to Education Code 45060, the employer shall deduct from the pay of the Unit Member and remit to the California Teachers' Association on a monthly basis, an amount equal to one-twelfth (1/12) of the annual SACP/CTA/NEA dues as certified by the Association on an annual basis. Such deductions shall be made only on execution and delivery to the Employer of a payroll deduction authorization form signed by the Unit Member.
- 5.2 Employer shall put into effect any new or changed payroll deduction authorizations within forty-five (45) days of receipt of the authorization. Deductions for dues for Unit Members who sign a payroll deduction authorization form after the beginning of their work year shall be appropriately prorated to complete payments before the end of their work year.
- 5.3 The payroll deduction authorization forms for Association membership on file after ratification of this agreement and all those executed and delivered to the Employer during the life of this agreement, shall remain in effect during the period of time this contract is in effect.
- 5.4 An alphabetical list of all Unit Members from which such deductions have been made shall be supplied to the California Teachers' Association chapter.
- 5.5 Any new hire who is not a member of the SACP/CTA/NEA who does not file application for membership within thirty (30) days of the effective date of this agreement, or within thirty (30) days of the commencement of assigned duties within the bargaining unit, shall not be a member of the Association.
- 5.6 New Bargaining Unit Member Orientation: The Association President and Membership Chairperson shall be notified by SCSS of all annually scheduled New Employee Orientation meetings by July 1 for the following school year by email and home mailing. Three (3) days prior to each New Employee Orientation Meeting, SCSS will provide the Association President and Membership Chairperson a list, subject to change, of the new hires attending the meeting. At each New Employee Orientation meeting the Association Representatives will have thirty (30) minutes to meet with new hires. The Association President,

- Membership Chairperson or Representatives will provide SCSS a copy of any payroll deduction forms received from new employees within ten (10) days of receipt.
- 5.7 Upon payroll deduction authorization from the Unit Member, the Employer shall deduct from the salary of that Unit Member and make remittance for annuities, credit unions, savings bonds, charitable donations, life insurance, and income protection plans available for deduction.
- 5.8 The Association shall indemnify and hold the employer harmless for any claims made by an employee. The Association shall have the right to select legal counsel at its sole option and expense, to control litigation strategies and decisions, and to determine whether action or proceeding referred to shall or shall not be compromised, resisted, defended, tried or appealed.

## ARTICLE 6

### **MISCELLANEOUS PROVISIONS**

- 6.1 Any individual contract between the Employer and a Unit Member shall be subject to and consistent with the terms and conditions of this Agreement, or if not subject to or consistent with the terms and conditions of this Agreement, shall be signed by the SACP Executive Board.
- 6.2 This Agreement shall supersede any rules, regulations, or practices of the Employer which are or may in the future be contrary to or inconsistent with its terms.
- 6.3 Within thirty (30) days of ratification of the Agreement by both parties herein, the Employer shall update the Agreement on the Employer's website and have copies available to each Unit Member upon request. New Unit Members shall be advised that the Agreement is on the Employer's website and advised that they may request a copy of the Agreement.
- 6.4 The provisions and rules which are designed to implement this Agreement shall be uniform and non-discriminatory in application and effect.
- 6.5 A Unit Member may request a release from his/her contract if he/she wishes to resign or retire during the school year. A Unit Member's notification to the Employer that s/he intends to resign during the school year or effective at the end of the school year shall remain revocable until the Employer officially takes action on such notification. The Human Resources Division shall initiate an exit interview with the resigning Unit Member in person or by telephone within three (3) days (as defined in Section 7.3.3) of receipt of the resignation. The Unit Member will be advised of any options available to the Unit Member and the exit interview form will be attached to the resignation when it is forwarded to the Superintendent/designee. After the resignation has been accepted, if because of catastrophic reason a Unit Member with permanent status requests reinstatement, the Unit Member will be given priority consideration in rehiring for the first available position for which the Unit Member is qualified.
  - 6.5.1 When a Unit Member is released, non-reelected, has signed a negotiated resignation agreement or is retiring, the Human Resources Division will not initiate an exit interview form.

- 6.6 This catastrophic provision would apply for the following fifteen (15) months after the last day of employment.
- 6.7 Actions which are considered by the association to be inequitable in application and effect shall be handled by regularly scheduled meetings such as those identified by Article 4, Section 4.7.

## ARTICLE 7

### **GRIEVANCE**

- 7.1 Nothing contained in this article shall be construed to prevent a Unit Member from seeking settlement of a grievance on an informal basis.
- 7.2 TQM or Interest Based Facilitation processes shall be used during all informal and formal grievance meetings/procedures.
- 7.3 Definition:
  - 7.3.1 A “grievance” is a claim by a Unit Member(s) or the Association that there has been a violation, misinterpretation or misapplication of a provision of this agreement.
  - 7.3.2 A “grievant” is the Unit Member(s) or the Association making the claim.
  - 7.3.3 A “day” is any day the Stanislaus County Office of Education is open for business.
  - 7.3.4 A settlement is the mutually agreed upon resolution of a grievance. A settlement may or may not be precedent setting.
- 7.4 Level One:
  - 7.4.1 Within fifteen (15) days after the alleged violation of the provision of this Agreement, the grievant must present the grievance in writing to his/her immediate supervisor with a copy to the Stanislaus County Superintendent of Schools (SCSS) on a grievance form to be supplied by The Office of the Superintendent. (See Appendix C)
  - 7.4.2 The grievance must specify:
    - A. The circumstance(s) giving rise to the alleged grievance.
    - B. The specific section(s) of this Agreement that is alleged to have been violated.
    - C. The remedy/remedies sought.
  - 7.4.3 Upon receipt of, and within ten (10) days after the grievance is filed, the immediate supervisor or appropriate designee shall hold a conference with the Unit Member filing the grievance in an effort to resolve the grievance. The immediate supervisor may make further inquiry into the alleged grievance. Within fifteen (15) days of the conference, the supervisor shall communicate his/her decision in writing to the grievant and the SCSS.

7.5 Level Two:

- 7.5.1 If the grievant is not satisfied with the decision at Level One, within fifteen (15) days of the receipt of the decision, the grievant may file an appeal with the County Superintendent or his designee. The Superintendent's designee cannot be the supervisor who handled the grievance at Level One.
- 7.5.2 The Superintendent or his designee shall meet with the grievant within eight (8) days after receipt of the appeal in an effort to resolve the grievance. Within fifteen (15) days of this meeting, the Superintendent or his designee shall render a decision in writing to the grievant.

7.6 Level Three:

- 7.6.1 If the grievant is not satisfied with the decision at Level Two, the grievant may, within fifteen (15) days of receipt of that decision, submit his/her grievance in writing to the Association (SACP) for consideration of Mediation.
- 7.6.2 The Association, within fifteen (15) days after receipt of the request from the grievant, may submit the written grievance to the Superintendent for mediation.
- 7.6.3 If mediation is requested by the Association (SACP), the Superintendent will notify the State Mediation and Conciliation Service and request a mediator. The mediator shall not issue a written opinion on the grievance but shall otherwise work with the parties to resolve the dispute. Unless otherwise agreed, there shall be no cost to the SCSS, to the Association (SACP), or to the aggrieved party for this advisory mediation.
  - 7.6.3.1 If, in the future, costs are incurred, the costs for the services of the mediator, including, but not limited to per diem expenses, the mediator's travel and subsistence expenses, will be borne equally by the SCSS and SACP.

7.7 Level Four

- 7.7.1 If the Association is not satisfied with the result of mediation, within 15 days after completion of mediation (Level 3), the Association may submit the grievance to Arbitration.

- 7.7.2 The parties shall request a list of arbitrators from the California State Mediation and Conciliation Services. A representative of the Association and a representative of the SCSS shall select the arbitrator from the list by eliminating names until one name remains. The first option of elimination shall alternate. The one remaining name shall be the arbitrator.
- 7.7.3 If any question arises as to the arbitrability of the grievance, such question will first be ruled upon by the arbitrator.
- 7.7.4 The arbitrator shall have no authority to add to, subtract from or modify the terms of this Agreement, and the arbitrator shall interpret this Agreement in accordance with accepted arbitral standards of contract interpretation.
- 7.7.5 The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. A copy of the award will be submitted to the Superintendent, the grievant, and the Association. The arbitrator's decision shall be final and binding.
- 7.7.6 If the arbitrator's decision is unclear, the parties agree jointly to request clarification of the decision.
- 7.7.7 The costs for the services of the arbitrator, including, but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, and the cost of the court reporter will be borne equally by the SCSS and the Association.
- 7.7.8 If any party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties request a transcript, the total cost of the transcript shall be divided equally between the SCSS and the aggrieved.
- 7.7.9 Once the arbitrator has been selected, hearings shall commence at the convenience of the arbitrator. Hearings shall be confined to working days, unless mutually agreed otherwise.

- 7.8 The grievant shall be present at each step of his/her grievance and/or may be represented at all times by a person of his/her choice. The SCSS may also be represented by a person of his/her choosing at all times.
- 7.9 If at any time the County Superintendent or his designee fails to render a decision within the specified time limits of this article the grievant shall be awarded the remedy sought. If the Association decides not to request an appeal to mediation (Level Three), the decision of the SCSS from Level Two shall be considered final. If the Association decides not to submit the grievance to binding arbitration (Level Four) within the agreed timelines, any decision reached at Mediation (Level 3) shall be considered final.
- 7.10 During the entire grievance procedure, and until a final decision has been reached, all proceedings shall be private and confidential.
- 7.11 All recordings shall be filed in a separate Grievance File maintained by the SCSS and shall not be kept in the personnel file of any of the Unit Members. Timelines at any level may be extended by mutual agreement.

## ARTICLE 8 EVALUATION

### 8.1 Philosophy

The Stanislaus County Superintendent of Schools and the Stanislaus Association of Certificated Personnel believe that an evaluation process must promote the improvement of instruction; provide constructive assistance; offer professional growth opportunities; and validate quality performance in the delivery of instruction and/or service to students and staff. The evaluation process must be positive, productive, equitable, and uniform. It must identify performance expectations; promote standards of excellence in the delivery of educational services; recognize and respect individual differences; encourage open communication including ongoing feedback; and be valued and supported by both teachers and administrators.

### 8.2 Definitions

- 8.2.1 EVALUATION – Evaluation is a process which concludes with the evaluation conference at which time the summative evaluation report is presented to the Evaluatee.
- 8.2.2 INITIAL EVALUATION CONFERENCE – The conference scheduled at the beginning of the evaluation process at which time (1) the goals and objectives are jointly developed by the Evaluator and the Evaluatee and (2) the evaluation process is reviewed.
- 8.2.3 GOALS AND OBJECTIVES – Goals and objectives refer to personal goals and/or program goals and objectives. They are part of the evaluation process but are not the evaluation.
- 8.2.4 OBSERVATION – The observation is a personal observation of a unit member by the unit member's primary Evaluator or other designated SCOE administrator (program manager or program director) by mutual agreement. The SCOE will establish a list of administrators certified to evaluate Unit Members. An observation is of sufficient length to cover a unit of instruction. Each observation will be followed by a post-observation conference at which time a written observation report is presented to the Evaluatee. The classroom (any appropriate teaching environment) observation and observation report is not the evaluation;

however, it is part of the evaluation process and forms a basis for the evaluation.

8.2.4.1 Scheduled Observation: A scheduled observation is one in which the Evaluatee is notified at least forty-eight (48) hours in advance as to the date and time of the observation.

8.2.4.2 Unscheduled Observation: An unscheduled observation is one in which the Evaluatee receives no advance notification or less than forty-eight (48) hours notification.

8.2.5 PRIMARY EVALUATOR – The primary Evaluator shall be the Unit Member's immediate supervisor.

8.2.6 THE EVALUATEE – The Evaluatee is the unit member being evaluated.

8.2.7 SOURCES OF INPUT – The sources of input for the evaluation process may include but are not limited to observation(s), IEP files, student work, portfolios and/or development of instructional units or support materials. Sources of input shall not include the following:

- A. Standardized achievement test results;
- B. Results of any tests utilized for the purpose of SIP or SBCPs;
- C. Achievement of objectives stated in IEP's of individual special education students;
- D. Utilization of "clinical teaching" techniques unless specially agreed to by the Evaluatee;
- E. The success, or lack thereof, of an instructional or clerical assistant in the performance of tasks assigned by the Unit Member;
- F. Statements which are not supported by written documentation.
- G. Behavioral Intervention Outcomes

8.2.8 TEACHER ASSISTANCE PLAN – A teacher assistance plan is a written plan providing specific recommendations, support strategies, and timelines, which is developed by the primary evaluator to assist a Permanent Unit Member for whom remediation is recommended. The Program Administrator is encouraged to confer with one or more of the following; Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff (as per section 8.11.C).

- 8.2.9 PEER COACH – A Peer Coach is a Unit Member mutually selected to help the Evaluatee who is participating in the teacher assistance plan. A Peer Coach shall be a permanent unit member in a like or similar position. An Evaluatee must approve the Peer Coach selected to provide assistance and input from the Peer Coach shall not be used in the evaluation process.

8.3 Areas for Evaluation For All Certificated Unit Members

- 8.3.1 The contribution of the teacher toward students' educational needs as Established by the IEP, ILP, IFSP, Behavior Plans, or curricular program standards;
- 8.3.2 Instructional techniques and strategies;
- 8.3.3 Adherence to curricular objectives, IEP goals, ILP goals or IFSP goals;
- 8.3.4 Establishment and maintenance of a suitable learning environment;
- 8.3.5 Performance of non-instructional duties and responsibilities.

8.4 Uniform Evaluation Guidelines

- 8.4.1 When a scheduled observation (as per section 8.2.4.1) is planned, the advance notice requirements may be fulfilled by (1) providing the Evaluatee forty-eight (48) hour written notification (i.e. hard copy) specifying the date and time of observation and/or (2) a conference between the Evaluator and Evaluatee during which the date, time, procedures and techniques of the observation are established.
- 8.4.2 The Evaluatee will be evaluated by his/her direct supervisor unless mutually agreed otherwise. If mutual agreement is reached the Evaluatee will choose from the list of administrators (current certificated Division Administrators and Program Managers) certified to evaluate. The Evaluatee or the Evaluator may request that one of the observations be done by another certified SCOE administrator in addition to any observation made by the Evaluator. If an observation is made by another SCOE administrator on the list of administrators certified to evaluate but who is not the Primary Evaluator, that administrator must meet with the Evaluatee to discuss the goals and objectives prior to the observation.
- 8.4.3 At the initial evaluation conference, the Evaluator and Evaluatee will:

- A. Discuss performance objectives designated by the Evaluator in compliance with SCOE standards.
- B. Determine and enumerate evaluation criteria and plans for monitoring the Evaluatee's performance, including: evaluative format (observation or alternative method) observation format (scheduled or unscheduled); performance of non-instructional duties and responsibilities, establishment and maintenance of a suitable learning environment, the contribution of the teacher toward students' educational needs as established by the IEP, ILP, IFSP, Behavior Plan, or curricular program standards, instructional techniques and strategies, and adherence to curricular objectives, IEP goals, ILP goals or IFSP goals.
- C. Discuss evaluatee performance objectives.
- D. Consider other issues such as:
  - 1. Class size
  - 2. Abilities of class members
  - 3. Disabilities of students involved
  - 4. Availability of support personnel and suitable materials
  - 5. Other pertinent factors
- E. Review any special constraints which the Evaluatee believes may inhibit him/her from meeting the objectives.

If an Evaluator and Evaluatee cannot agree on one or more matters, the Evaluatee may request a review by the Superintendent or Superintendent's designee.

- 8.4.4 A Unit Member shall not be evaluated on or held accountable for correcting deficiencies caused by factors over which the Evaluatee has no authority or control.
- 8.4.5 Evaluations based upon observation(s) shall include at least one observation of the Evaluatee in a work situation. The Evaluatee shall have the right to request one additional observation by a SCOE administrator chosen from a list of certified evaluators for each supervisor-initiated observation.
- 8.4.6 Unit Members shall not be allowed to participate in the evaluation of other members of the bargaining unit.

- 8.4.7 The Evaluator shall not base the summative evaluation of a Unit Member on any information not collected in accordance with the established sources of input (section 8.2.7). No evaluation shall be based on hearsay.
- 8.4.8 Each summative evaluation shall be in writing and a copy of the evaluation report shall be given to the Evaluatee. The Evaluatee shall sign the evaluation report indicating that he/she has seen it. The Evaluatee shall be given opportunity to append written statements of his/her views to the evaluation report prior to placement in his/her personnel file.
- 8.4.9 No grievance arising under this article shall challenge the substantive objectives, standards or criteria determined by the Evaluator, nor shall it contest the judgment of the Evaluator. Any grievance(s) on evaluations shall be limited to claim that the procedures have been violated.
- 8.5 Timeline and Procedures:
- Temporary/Probationary/Contract Unit Members
- 8.5.1 All temporary, probationary or contract Unit Members (contract Unit Members with more than two (2) full years of SCOE employment see Article 8.6) shall be evaluated once each school year. The evaluation process shall include a minimum of two (2) completed observations. (When all observation have been completed a summative evaluation shall be issued).
- 8.5.2 All temporary, probationary or contract Unit Members with less than two (2) full years of SCOE employment shall be evaluated in accordance with the following timeline:
- Initial Evaluation Conference
- A. The Evaluator shall convene the initial evaluation conference by the end of the first six (6) weeks of the Unit Member's work-year. This timeline may be extended only for very serious reasons (e.g. serious accident or illness suffered by its Evaluator or Evaluatee). At the initial conference, the Evaluator and the Evaluatee will jointly establish written goals and objectives and plans for monitoring the Evaluatee's performance. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him or her from meeting the objectives. If the Evaluator and Evaluatee cannot agree on

one (1) or more matters, they may request a review by the Superintendent or Superintendent's designee. At the initial conference, the Evaluator will notify the Evaluatee whether observation(s) will be scheduled or unscheduled.

#### Observations

- A. The first observation shall occur by the end of the first twelve (12) weeks of the Evaluatee's work-year. This observation may be scheduled or unscheduled. This timeline may be extended only for very serious reasons. A post-observation conference between the Evaluator and Evaluatee shall be held within five (5) working days of the observation. If the Evaluator notes performance concerns, those concerns shall be documented (i.e. observation summary) and discussed with the Evaluatee, and the Evaluator shall make suggestions and provide assistance for improvement.
  - 1. In cases where the Evaluator does not list significant concerns based on the first observation, the second observation, scheduled or unscheduled, may occur anytime prior to February 15<sup>th</sup>. At the conclusion of the second observation, the summative evaluation may be issued. A post-observation conference shall be held within five (5) working days of the second observation; however this conference may be conducted at the same time as the summative evaluation conference.
  - 2. If the Evaluator addresses performance concerns in the initial observation summary, the second observation, scheduled or unscheduled, shall occur by the end of the first eighteen (18) weeks of the Evaluatee's work year. This timeline may be extended only for serious extenuating circumstances.
  - 3. If the Evaluator continues to have performance concerns based on the second observation, a third observation shall be held by the end of twenty-four (24) weeks from the beginning of the Evaluatee's work year. This observation may be scheduled or unscheduled. This timeline may be extended only for serious extenuating circumstances. A post-observation

conference shall be held within five (5) working days of the observation; however, the post-observation conference may be conducted at the same time as the summative evaluation conference.

- a. The Program Administrator is encouraged to meet with one or more of the following; Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff (as per section 8.11.C).

#### Summative Evaluation

- A. The summative evaluation shall be prepared and the final observation conference shall be conducted by March 1<sup>st</sup>. In preparing the summative evaluation for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected through the established sources of input described in Section 8.2.7. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation, all of the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics shall be attached to the summative evaluation report. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
- B. Written observation reports shall not be placed in the Evaluatee's personnel file unless there are still performance concerns following at least three (3) observations. If the summative evaluation report is unsatisfactory or needs improvement, copies of the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics shall be attached. The Evaluatee may request that an observation report(s) be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

- 8.5.3 The timelines for the initial evaluation conference, observations, and summary evaluations may be reduced by SCOE if the evaluatee begins

employment on or after September 1<sup>st</sup> and the timelines in the contract can't be complied with. If this should occur, the evaluator and evaluatee shall meet and agree on an alternative evaluation schedule. If Unit Members are employed on or after September 1<sup>st</sup> and do not work 75% of the school year, then SCOE may elect to perform only an abbreviated evaluation for the year in question without regard to the time line or other procedural requirements of this Article.

8.6 Timeline and Procedures: Unit Members or Contract Unit Members With More Than Two (2) Full Years Employment With The SCOE

8.6.1 Contract Unit Members shall be evaluated at least once every other year.

8.6.2 Contract Unit Members with more than two (2) full years employment with the SCOE may be evaluated based on a classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every four (4) year period as the method of evaluation.

8.6.3 The following timeline shall apply to evaluation of contract Unit Members with more than two (2) full years Employment with the SCOE.  
Initial Evaluation Conference

8.6.3.1 The initial evaluation conference shall be held by the end of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and Evaluatee shall jointly establish the Evaluatee's method of evaluation (observation or alternative method), plans for evaluating written goals and/or objectives and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless the Evaluator and Evaluatee mutually agree to unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any

special constraints which the Evaluatee believes may inhibit him or her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one or more matters, they may request a review by the Superintendent or designee.

Observation(s)

- A. If the Evaluator has concerns about the Evaluatee's performance, the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation (method) for evaluation. In such cases, alternative method(s) of evaluation shall not be an option.
- B. If the observation(s) method is used, each observation shall be followed by a post-observation conference within five (5) working days of the observation.
- C. An overall unsatisfactory or needs improvement evaluation (with all of the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics attached) shall not be placed in a teacher's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon teacher assistance plan has been developed and implemented (as per section 8.11). Each scheduled observation shall be followed by a post-observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer assistance at this conference. The Evaluator is encouraged to meet with one or more of the following; Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff (as per section 8.11.C). The third (3<sup>rd</sup>)

post-observation conference may be conducted at the same time as the summative evaluation conference.

#### Alternative Method

- A. If alternative method(s) are selected, the post-observation conference shall be held within five (5) working days of the final presentation of materials, completed project, in-service, etc.
- B. If an evaluation is based upon alternative methods, the Evaluatee shall have the right to request that an additional evaluation of the portfolio, project, etc., be conducted by a SCOE administrator chosen from a list of administrators certified to evaluate.

#### Summative Evaluation

- A. The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative evaluation form for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with the established sources of input described in Section 8.2.7.
- B. If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three (3) observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation (as per section 8.6.3.1.C) will not be issued that year; however, the evaluation process will continue into the following school year, and a summative evaluation, with observation reports and teacher assistance plan attached (section 8.11), will be prepared after the Evaluator has had the opportunity to conduct at least three observations.
- C. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation (as per

section 8.6.3.1.C) all of the observation reports, the teacher assistance plan, and all standard's based rubrics shall be attached to the summative evaluation. The Evaluatee shall be referred to the PAR Program. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.

D. The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.7 Timeline and Procedures: Permanent Unit Members who have been employed by the SCOE for less than ten (10) years.

8.7.1 Timeline and Procedures: Permanent Unit Members who have been Employed by the SCOE for less than ten (10) years shall, be evaluated once every other year.

8.7.2 Permanent Unit Members who have been employed by the SCOE for less than ten (10) years may be evaluated based on a classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every four (4) year period as the method of evaluation.

8.7.3 The following timeline shall apply to evaluation of Permanent Unit Members, who have been employed by the SCOE for less than ten (10) years.

Initial Evaluation Conference

8.7.3.1 The initial evaluation conference shall be held by the end

of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and Evaluatee shall jointly establish plans for the Evaluatee's method of evaluation (observation or alternative method), written goals and/or objectives, and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless the Evaluator and Evaluatee mutually agree to unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him or her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one (1) or more matters, they may request a review by the Superintendent or designee.

Observation(s)

- A. If the Evaluator has concerns about the Evaluatee's performance; the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation method for evaluation. In such cases, alternative method(s) of evaluation shall not be an option.
- B. If the observation(s) method is used; each observation shall be followed by a post-observation conference within five (5) working days of the observation.
- C. An overall unsatisfactory evaluation, with observation reports and teacher assistance plan attached, shall not be placed in a teacher's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon teacher assistance plan has been developed and implemented (as per section 8.11). Each scheduled observation shall be followed by a post-observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's

performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer suggestions, including the option of voluntary participation in the PAR Program for assistance at this conference. The Evaluator is encouraged to meet with one or more of the following; Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff (as per section 8.11.C). The third (3<sup>rd</sup>) post-observation conference may be conducted at the same time as the summative evaluation conference.

#### Alternative Method

- A. If alternative method(s) are selected, the post-observation conference shall be held within five (5) working days of the final presentation of materials, completed project, in-service, etc.
- B. If an evaluation is based upon alternative methods, the Evaluatee shall have the right to request that an additional evaluation of the portfolio, project, etc., be conducted by a SCOE administrator chosen from a list of administrators certified to evaluate.

#### Summative Evaluation

- A. The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative evaluation form for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with the established sources of input described in Section 8.2.7.
- B. If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation (as per section 8.6.3.1.C) will not be issued that year; however, the evaluation process will continue into the following school year, and a summative evaluation, with

observation reports and teacher assistance plan attached, will be prepared after the Evaluator has had the opportunity to conduct at least three (3) observations.

- C. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation (as per 8.6.3.1.C.), all of the observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics shall be attached to the summative evaluation. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
- D. The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.8 Timeline and procedures: Permanent Unit Members who Have been employed by the SCOE for at least ten (10) years and are highly qualified as defined in the 20 U.S.C.Sec. 7801.

8.8.1 Permanent Unit Members who have been employed by the SCOE for at least ten (10) years, are highly qualified in their current assignment as defined in the 20 U.S.C.Sec. 7801, and whose previous overall evaluation was satisfactory, shall be evaluated once every five (5) years.

8.8.1.1 Highly Qualified Permanent Unit Members who have been employed by SCOE for at least ten (10) years, may be evaluated based on classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The sources of input shall be consistent with Section 8.2.7. The observation method must be utilized once during every ten (10) year period as the

method of evaluation.

- 8.8.2 Permanent Unit Members who have been employed by the SCOE for at least ten (10) years, are credentialed for the position they hold but not required to be Highly Qualified under the 20 U.S.C. Sec. 7801 (e.g. SLP, Audiologist, School Nurse, etc.), and whose previous evaluation was satisfactory, shall be evaluated once every five (5) years.

8.8.2.1 Credentialed Unit Members who are not required to be Highly Qualified under the 20 U.S.C Sec. 7801 may be evaluated based on classroom observation or alternative methods such as teacher portfolio, student portfolio, project development, development of instructional units, development of support materials and/or other methods as determined by mutual agreement between the Evaluator and Evaluatee. The Observation method must be utilized once during every ten (10) year period as the method of evaluation. The sources of input shall be consistent with Section 8.2.7.

- 8.8.3 The following timeline shall apply to evaluation of Permanent Unit Members who have been employed by the SCOE for at least ten (10) years and are highly qualified in their current assignment as defined in the 20 U.S.C. Sec.7801 and Permanent Unit Members who are credentialed for the position they hold but not required to be Highly Qualified under the 20 U.S.C. Sec. 7801 (e.g. SLP, Audiologist, School Nurse, etc.).

Initial Evaluation Conference

8.8.3.1 The initial evaluation conference shall be held by the end of the first twelve (12) weeks of the Unit Member's work year. This timeline may be extended by mutual agreement. At this conference, the Evaluator and Evaluatee shall jointly establish the Evaluatee's method of evaluation (observation or alternative method), written goals and/or objectives and plans for monitoring the Evaluatee's performance. All observations shall be scheduled unless the Evaluator and Evaluatee mutually agree to

unscheduled observations. The Evaluator and Evaluatee shall review and enumerate any special constraints which the Evaluatee believes may inhibit him or her from meeting the established goals and/or objectives. If the Evaluator and Evaluatee cannot agree on one (1) or more matters, they may request a review by the Superintendent or designee.

Observation(s)

- A. If the Evaluator has concerns about the Evaluatee's performance; the evaluation must be based on observation. At the initial conference, the Evaluator shall inform the Evaluatee of his/her decision to utilize the observation method for evaluation. In such cases, alternative method(s) of evaluation shall not be an option.
- B. If the observation(s) method is used, each observation shall be followed by a post-observation conference within five (5) working days of the observation.
- C. An overall unsatisfactory evaluation, with observation reports, a written copy of the teacher assistance plan, and all standard's based rubrics attached, shall not be placed in a teacher's personnel file until at least three (3) scheduled observations have been conducted and a mutually agreed upon teacher assistance plan has been developed and implemented (as per section 8.11). Each scheduled observation shall be followed by a post-observation conference within five (5) working days. If the Evaluator has any concerns about the Evaluatee's performance in any areas, the Evaluator shall discuss and enumerate those concerns with the Evaluatee and offer suggestions, including the option of voluntary or referred participation in the PAR Program, and assistance at this conference. The Evaluator is encouraged to meet with one or more of

the following; Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff (as per section 8.11.C). The third (3<sup>rd</sup>) post-observation conference may be conducted at the same time as the summative evaluation conference.

#### Alternative Method

- A. If alternative method(s) are selected, the post observation conference shall be held within five (5) working days of the final presentation of materials, completed project, in-service, etc.
- B. If an evaluation is based upon alternative methods, The Evaluatee shall have the right to request that an additional evaluation of the portfolio, project, etc, be conducted by a SCOE administrator chosen from a list of administrators certified to evaluate.

#### Summative Evaluation

- A. The summative evaluation report shall be prepared and reviewed no later than thirty (30) days before the end of the school year. In preparing the summative evaluation form for placement in the Evaluatee's personnel file, the Evaluator shall rely upon data collected in accordance with the established sources of input described in Section 8.2.7.
- B. If the Evaluator notes concerns about the Evaluatee's performance too late in the school year to conduct at least three (3) observations with sufficient time in between for the Evaluatee to try to correct the deficiencies, a summative evaluation (as per section 8.6.3.1.C) will not be issued that year; however, the evaluation process will continue into the following school year, and a summative evaluation, with observation reports and teacher assistance plan attached, will be prepared after the Evaluator has had

the opportunity to conduct at least three (3) observations.

- C. If the Evaluatee received an overall unsatisfactory or needs improvement summative evaluation (as per section 8.6.3.1.C) all of the observation reports, a written copy of the teacher assistance plan (section 8.11), and all standard's based rubrics shall be attached to the summative evaluation. If the Evaluatee has improved performance and receives a satisfactory summative evaluation, the observation reports, a written copy of the teacher assistance plan (section 8.11) and all standard's based rubrics will not be attached to the summative evaluation unless the Evaluatee requests that they be attached by checking the appropriate box on the Summative Evaluation form.
- D. The Evaluatee may request that observation reports be attached to a satisfactory summative evaluation by checking the appropriate box on the Summative Evaluation form.

8.9 When the Evaluator observes exceptional behavior by a Unit Member which can be considered good or bad, it may result in a written statement. The written statement regarding exceptional behavior of a negative nature shall be shared with the Unit Member but will not be placed in the Unit Member's personnel file unless it is judged to be extremely serious.

- A. In this section of the Agreement, "extremely serious exceptional behavior" is defined as actions such as and similar to: (1) gross negligence; (2) use or possession of drugs or alcohol on duty; (3) action causing a potential danger to the safety or health of students and/or Unit Members; (4) persistent, consistent and previously documented failure to comply with instructions, policies, or procedures, (e.g., attendance registers and state forms). (See Article 8A Progressive Discipline)

8.10 A Unit Member who has been transferred/reassigned due to an employer initiated transfer/reassignment shall not be observed until after ninety (90) calendar days of the start of the new position. Visitations may be made during

the ninety (90) day period. Whenever possible, the administrator will notify the unit member in advance of the visit.

- 8.11 TEACHER ASSISTANCE PLAN (All Permanent Certificated Unit Members) - If an Evaluatee has received two (2) completed unsatisfactory or needs improvement observations, the Evaluator shall take positive action to assist the Evaluatee in correcting any cited deficiencies. The Evaluator shall meet with the Evaluatee to develop a mutually agreed remediation plan with timelines. The teacher assistance plan may include the following:
- A. Release time for the Evaluatee to observe another classroom, to receive assistance in completing forms or handling parents, to watch an administrator or another Unit Member model a lesson;
  - B. Release time to attend a workshop or conference;
  - C. Peer assistance, technical assistance from Consultants, Instructional Coaches or other certificated staff.
  - D. With the consent of the Unit Member, provision of video equipment for self-assessment (with the understanding that the tapes remain in the teacher's possession and their release for viewing is up to the teacher);
  - E. Regular lesson plan reviews with the Evaluator;
  - F. Professional release time for team teaching;
  - G. Assistance provided through a professional development resource library; and
  - H. Reassignment into different areas of strength based on the Evaluatee's credential.
- 8.12 If a Unit Member receives an overall Summative Evaluation rating of less than Satisfactory for two consecutive years, the second consecutive overall Summative Evaluation shall be classified as Unsatisfactory notwithstanding that one or more of the previous overall Summative Evaluations may have been Needs Improvement.

## ARTICLE 8A

### **PROGRESSIVE DISCIPLINE – UNPAID DISCIPLINARY LEAVE**

- 8A.1 The purpose of this article is to provide procedural guidelines and time lines by which specific, identified inappropriate conduct manifested by certificated Unit Members may be handled should the need arise. No disciplinary action outlined in this article shall occur without a clear demonstration of “just cause”. Provisions of this article shall not limit or restrict SCOE’s right to release or dismiss probationary Unit Members in accordance with the law.
- 8A.2 Progressive Discipline – Unpaid Disciplinary Leave procedures outlined in this article shall not supersede nor suspend any other provisions of this contract.
- 8A.2.1 The terms “Progressive Discipline – Unpaid Discipline Leave” as used in this Article, do not include directives or implementation relating to other articles of this contract unless so noted in said articles of this agreement, which shall not be used for unpaid disciplinary purposes, or preliminary verbal warnings, as set forth below. “Unpaid disciplinary leave” may include leave without pay for a specific period not to exceed ten (10) work days. Such unpaid disciplinary leave shall not reduce or deprive the Unit Member of seniority or any fringe benefits. No unpaid disciplinary leave shall be carried over from one (1) school year to the next, however, if the unpaid disciplinary leave process resulting in implementation of unpaid disciplinary leave is completed too late in the year to be fully implemented, the unpaid disciplinary leave may be implemented in its entirety at the beginning of the subsequent school year. “Progressive Discipline-Unpaid Disciplinary Leave” shall not include dismissal or non-reelection, which are regulated by the Education Code.
- 8A.2.2 Timelines:
- 8A.2.2.1 Except in the case of a preliminary verbal warning (Article 8A.4.3 below), within twenty (20) days following the incident, the direct supervisor shall notify the Unit Member in writing of his/her intent to investigate the conduct of the Unit Member with the potential outcome being the implementation of progressive discipline unpaid

disciplinary leave.

8A.2.2.2 Within thirty-five (35) days following the Unit Member being provided notice pursuant to Article 8A.2.2.1, the direct supervisor shall complete his/her investigation and either notify the Unit Member in writing that the investigation has demonstrated no need for further action or proceed as outlined in sections 8A.4.1 Step 1 through 8A.4.2 Step 2 of this article.

8A.2.2.3 A day for purposes of this article is defined as any day SCSS is open for business.

### 8A.3 PRELIMINARY VERBAL WARNING

Following determination by a direct supervisor that a Unit Member's conduct may potentially reflect just cause for discipline, if uncorrected, the supervisor shall schedule a meeting with the Unit Member and his/her Association Rep. if so requested by the Unit Member, to review the action/incident and to issue a verbal warning. A verbal warning may, at the discretion of the supervisor, be followed by a written conference summary that is given to the Unit Member. A copy of the conference summary may be kept by the Supervisor for no more than eighteen (18) months, after which time, no disciplinary action may be taken and any conference summary shall be destroyed unless the Unit Member repeats the identified conduct during this time frame (i.e. 18 months).

### 8A.4 PROGRESSIVE DISCIPLINE

Implementation of unpaid disciplinary leave may be a consequence of the SCOE's Progressive Discipline Policy. Prior to the implementation of any "just cause" disciplinary action resulting in unpaid leave, the SCOE's Human Resources Division must verify that the following steps and associated timelines have been met:

#### 8A.4.1 PROGRESSIVE DISCIPLINE STEP 1: WRITTEN WARNING

If the verbal warning is not effective, the direct supervisor shall schedule a meeting with the Unit Member and his/her Association Rep. to review subsequent occurrences of the previously identified conduct and to issue a written warning. The written warning shall be signed by the Unit Member and/or his/her Association Rep. to acknowledge receipt. A copy of the written warning may be kept by the Unit Member's

supervisor for no more than eighteen (18) months, after which time, no further action may be taken and the written warning shall be destroyed unless the Unit Member repeats the identified conduct during this time frame (i.e. 18 months). A written warning will not be placed in the Unit Member's personnel file unless the progressive discipline process results in issuance of a letter of reprimand within eighteen (18) months of the written warning.

**8A.4.2 PROGRESSIVE DISCIPLINE STEP 2: WRITTEN REPRIMAND**

A written reprimand may be issued by a direct supervisor if a Unit Member, within the designated timelines, repeats the conduct which has been identified and/or documented through verbal warning and documented written warnings as outlined in sections 8A.3 and 8A.4.1 of this article. The supervisor shall meet with the Unit Member and his/her Association Rep. to review the written reprimand. The Unit Member and/or his/her Association Rep. shall sign the written reprimand to acknowledge receipt and a copy of the written reprimand along with copies of the written warning and the verbal warning conference summary, if available, shall be placed in the Unit Member's personnel file. All documents entered in the personnel file must meet the timeline criteria established in sections 8A.3 and 8A.4. The Human Resources Division shall notify the Unit Member as to the date the written reprimand is placed in his/her file. The Unit Member shall have fifteen (15) days from the date they are notified to prepare and attach a response to the written reprimand in his/her personnel file.

**8A.4.3** Written warnings and written reprimands based on specific, identified conduct by a Unit Member shall be rendered within a reasonable amount of time following the occurrence of the incident provided that the member has an opportunity to review and comment on the allegations.

**8A.4.4** Unpaid disciplinary leave shall not be imposed on a Unit Member unless a written reprimand has been placed in the Unit Members personnel file regarding the specified action(s) during the last eighteen (18) months and conduct identified thereon is repeated by the Unit Member during this time period.

**8A.4.4.1** A Unit Member may be placed on unpaid leave for up to

ten (10) days for repetition of conduct that has been identified and addressed in accordance with sections 8A.4.1 (Step 1), 8A.4.2 (Step 2) of this article during a given eighteen (18) month period. The length of the unpaid leave will relate to the severity of the offense and will be uniform in degree and application.

8A.4.5 The SCOE may only bypass the progressive discipline steps of this article in cases wherein the conduct of the Unit Member reflects gross misconduct or constitutes a hazard to others. The action of the SCOE in such circumstances shall be subject to arbitration at the discretion of the Association.

8A.5 The following process shall be followed when placing a Unit Member on unpaid leave as a result of progressive discipline.

8A.5.1 The Unit Member's direct supervisor shall meet with the Unit Member and his/her Association Rep. to review the proposed unpaid disciplinary leave, the appeal process, and applicable timelines. The Unit Member shall be presented with a copy of the notice of proposed disciplinary action and relevant documentation as to the cause thereof (e.g. copies of: any verbal warning conference summary, written warnings, written reprimand, etc). Along with a written statement informing the Unit Member that he/she has five (5) days to file an appeal challenging the implementation of the unpaid leave. The Unit Member and/or his/her Association Rep. shall sign to acknowledge receipt of the above documents. If the direct supervisor is unable to schedule a meeting with the Unit Member and his/her Association Rep. within five (5) workdays following the incident resulting in the initiation of this action; written notices regarding the proposed unpaid disciplinary leave, appeal process, relevant documentation as to the cause thereof (e.g. copies of: any verbal warning conference summary, written warning, written reprimand, etc.) and applicable timelines may be delivered to the Unit Member by a certified, return receipt mailing. The date on which the receipt is signed by the Unit Member shall constitute the beginning date for all applicable timelines.

8A.5.1.1 The notification of unpaid disciplinary leave shall include

the specific date(s) of the proposed unpaid disciplinary leave, which shall be at least five (5) days after the Unit Member is given and signs for a written notice or receives/signs for written notice by certified mail.

8A.5.1.2 The notification of unpaid disciplinary leave shall include the Education Code section, policy, rule, regulation or directive(s) violated; if they are applicable.

8A.5.1.3 The notification of unpaid disciplinary leave shall include copies of all applicable documentary evidence.

8A.5.1.4 The notification of unpaid disciplinary leave shall include a concise, summative statement as to the specific conduct, cause(s) resulting in the recommended action.

8A.5.1.5 The notification of unpaid disciplinary leave shall include a written statement informing the Unit Member that he/she shall have five (5) days to file an appeal challenging the proposed unpaid disciplinary leave.

8A.5.2 If no written appeal to the proposed unpaid disciplinary leave is filed by the Unit Member within five (5) days of the signed receipt of the written notice, the proposed unpaid disciplinary leave will go into effect on/for the date(s) indicated on the written notice.

8A.6 The following process shall be followed if the Unit Member files a written Appeal to a proposed unpaid disciplinary leave within the established timelines (i.e. five (5) days from signed receipt of all applicable documents):

8A.6.1 The Superintendent or his/her designee shall investigate the matter and shall determine whether to uphold, deny or modify the proposed suspension. The investigation may include meeting(s) with any relevant individual(s) as determined by the Superintendent or his/her designees. The investigation shall include meeting(s) and/or interviews with individuals requested by the Unit Member. The Superintendent or his/her designee shall render a decision on the matter and shall present a copy to the Unit Member and to the Association.

8A.6.2 If the Superintendent or designee decides to uphold or modify the proposed unpaid disciplinary leave to include at least one (1) day of unpaid disciplinary leave; the Association may appeal the determination

to binding arbitration. Such an appeal must be submitted in writing within five (5) days of receiving the written decision of the Superintendent or his/her designee. Failure to file such a written appeal shall constitute a waiver of the associations' right to challenge the unpaid disciplinary leave. Costs for binding arbitration shall be shared equally by the Employer and the Association.

- 8A.6.3 If an appeal to binding arbitration is filed, the SCOE may either defer imposition of the unpaid disciplinary leave until the conclusion of the appeals process, may allow the unpaid disciplinary leave to go into effect without pay, or may allow the unpaid disciplinary leave to go into effect with pay. If the unpaid disciplinary leave is with pay and the unpaid disciplinary leave is later upheld after the conclusion of the appeals process, a future paycheck will be docked to reflect the period of unpaid leave. If the unpaid disciplinary leave is without pay and the unpaid disciplinary leave is later invalidated after the conclusion of the appeals process, the Unit Member shall be paid the previously docked pay by separate check within thirty (30) days.

8A.7 Additional Provisions

- 8A.7.1 A manager must wait fifteen (15) days before proceeding to another step of the progressive discipline process (e.g. a manager cannot initiate Step 2 – written reprimand, until fifteen (15) days after completing Step 1 – written warning).
- 8A.7.2 Each step of progressive discipline for a specific conduct, can be repeated except the final step, unpaid disciplinary leave (e.g. more than one (1) written warning can be given, etc.).

## ARTICLE 9

### **PERSONNEL FILES**

- 9.1 The Employer shall not base any adverse action against a Unit Member by using materials which are contained in such Unit Member's personnel file unless the materials had been appropriately placed in the file within sixty (60) days of the incident (see Article 8A) and/or the Employer verifying (e.g. formal investigation) the incidents giving rise to such materials.
- 9.2 A Unit Member shall be notified when evaluation material not signed by the Unit Member is placed in the Unit Member's file. A copy of such material will be provided the Unit Member upon request. A Unit Member shall have the right to review any information of a derogatory nature and attach to it his/her own written comments regarding the information.
- 9.3 The Unit Member shall be permitted to arrange an appointment to examine and/or obtain copies of materials in his/her personnel file. The appointment shall be granted within two (2) working days. One copy of each document will be provided the Unit Member, upon request. Any additional copies would be made at the current rate at the Unit Member's expense.
- 9.4 All material placed in a Unit Member's personnel file shall be signed by the originator and dated by the Employer or the Employer's designee. Materials may be removed from personnel files only in accordance with legal statutes.
- 9.5 Access to personnel files shall be limited to the Employer, the Employer's designee, and Unit Member or person accompanying the Unit Member. The contents of all personnel files are confidential.
- 9.6 The Employer shall maintain the primary confidential personnel file on each Unit Member in the office of the Superintendent or the Human Resources Office.
- 9.7 Unit Members shall have the right to examine their own personnel file in the presence of the Employer or his designee any day the County Office is open provided that the Unit Member's absence from his/her assigned work area does not conflict with a prescheduled professional commitment.
- 9.8 A system to verify items in personnel files shall be available for use by the Unit Members. (See Appendix D)

## ARTICLE 10

### **TRANSFERS**

#### 10.1 Definitions:

- A. Transfer: A change from one Roman Numeral classification to another as listed in Appendix A by a Unit Member who possesses an appropriate credential.
- B. Reassignment: Movement from one work assignment to another within the same Roman Numeral classification in Appendix A.
- C. Vacancy: A vacancy exists when a new position is established or a Unit Member separates from employment or leaves the position. The position is not vacant if the Unit Member is on sick leave or other approved leave of absence of less than one year.
- D. Position: A position refers to all the assignments a Unit Member has. When a position is vacated, it will be offered for reassignment intact.
- E. Contract Work Day: A contract work day is a day within the Unit Member contracted work year.
- F. Duty Free Work Day: A duty free work day is a contracted work day when the Unit Member is not responsible for students.
- G. Additional paid Days: Days paid at the per diem rate.

#### 10.2 For the purposes of planning for each succeeding school year, the assignments which combine to create a position are subject to change through elimination, addition, and/or realignment for implementation during the next year.

#### 10.3 An Employer-initiated transfer/reassignment shall only be made if either:

- A. The Unit Member agrees to the transfer/reassignment, or
- B. Pursuant to the following procedures:
  - 1. The Unit Member is notified in writing of his/her probable transfer/reassignment at least two (2) weeks prior to the proposed transfer/reassignment or two (2) weeks prior to the last day of work before the summer vacation begins, if it is known that the transfer/reassignment will be made in the beginning of the following school year. The Unit Member will be advised of his/her right to confer regarding the impending transfer/reassignment within specified time limits.
  - 2. If the Unit Member so requests within eight (8) working days after receipt of written notification, the initiating administrator and the Unit Member

shall meet to attempt to resolve the transfer/reassignment issue. This meeting shall occur within eight (8) working days of the Unit Members request and shall be held prior to the implementation and/or recommendation (i.e., to the Superintendent or his designee) of the transfer/reassignment. The Unit Member shall have the right to be represented at the meeting. The initiating administrator shall summarize the content of this meeting and provide copies for the participants.

3. Upon written request, the Unit Member shall be provided with a written statement of the reasons for the recommended transfer/reassignment.
4. Following the meeting with the initiating administrator, the Unit Member may, within five (5) working days, request in writing a meeting with the Superintendent or his/her designee to resolve the transfer/reassignment issue. This meeting shall be held prior to authorizing the transfer/reassignment. The Unit Member shall have the right to be represented at this meeting.

10.4 In Employer-initiated transfer/reassignments, reasonable efforts shall be made to find a new assignment that is satisfactory for the Unit Member.

10.5 A Unit Member who has declared in writing that he/she intends to retire at the close of the next school year shall not be transferred/reassigned except under circumstances that provide no other reasonable alternatives.

10.6 Employer-initiated transfers/reassignments:

- A. Will not result in the loss of compensation, seniority, or fringe benefits to the Unit Member.
- B. The affected unit member shall be provided the Unit Member's choice of either up to six (6) hours of substitute release time, or up to six (6) hours at the curriculum rate, for the purpose of packing and re-establishing to a different classroom or school site.

10.7 A Unit Member and class moved together to a new location (room or site) shall not be considered a transfer/reassignment.

10.7.1 If a class is to be moved, prior to the beginning or at the conclusion of the school year, the Unit Member assigned to that class shall be given two (2) paid (non-contract) days or the equivalent, for the purpose of packing and reestablishing the classroom. Up to two (2) additional paid days or the equivalent may be granted upon request to the program

administrator.

- 10.7.2 If a class is to be moved during the school year, the Unit Member assigned to that class shall be given two (2) duty free days or two (2) additional paid days for the purpose of packing and reestablishing the classroom. *A third (3<sup>rd</sup>) or fourth (4<sup>th</sup>) paid day, or the equivalent, may be granted upon request to the program administrator.*
- 10.7.3 If a class is taken back by a district or is eliminated, the Unit Member assigned to the class remaining with SCOE shall be given up to two (2) additional days or the equivalent, to pack and move their personal belongings.
- 10.7.4 If a new class is established or maintenance project requiring the packing and reestablishing the classroom, the Unit Member assigned to the class shall be given up to two (2) additional days or the equivalent, to pack and move their personal belongings.
- 10.7.5 If a workstation (i.e. Itinerant, IS, RS, Assistive Tech, etc.) is to be moved during the school year, the unit member **shall** be given up to four (4) additional hours outside the work day for the purpose of packing and reestablishing the workstation. An additional two (2) hours outside the work day, may be granted upon request to the program manager.

10.8 Order of Filling Vacancies:

- A. When a unit vacancy occurs during the school year, the intact position (see definition 10.1D) will be opened for reassignment to Unit Members currently assigned within that Roman Numeral classification (see Appendix A).
  - 1. All members of the Roman Numeral classification shall be sent a written hard copy of the Article 10.8 notification/form by the Division Administrator or designee, providing an equal opportunity for members to respond.
    - a. If a Roman Numeral Classification has only one (1) Unit Member the division administrator or designee may, in lieu of mailed notice, contact the member personally and provide them with a written hard copy regarding the position. The Unit Member must respond by indicating their preference in writing within three (3) days.
  - 2. The Unit Member must hold the appropriate credential and/or authorization for the vacant position.

3. The form must be completed and returned within the stated five (5) working days and may be up to fifteen (15) working days at the manager's discretion.
- B. When the Employer fills vacant or new Special Ed or Alt Ed positions in the spring for the following school year, the following procedure shall apply:
1. By March 1<sup>st</sup>, SCSS shall schedule three (3) Vacancy Meeting dates, one for Special Ed staff and one for Alt Ed staff, and one subsequent joint meeting. SCSS will distribute to all Unit Members via email notice of the pending Vacancy Meetings where all known vacant positions will be delineated. If there are no vacancies in either Alt Ed or Special Ed, no vacancy meetings will occur. Unit members shall be provided five (5) working days' notice of the first vacancy and second vacancy meetings. These meetings shall be mandatory for all Unit Members interested in applying for one of the listed vacancies. At the meetings, which shall be held at a scheduled staff meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the Vacancy Meeting, indicating in ranked order, up to three (3) positions that they are interested in being reassigned for the subsequent school year.
  2. Following receipt of the Reassignment Request forms, SCSS will make assignments for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3.
  3. At the joint Second Vacancy Meeting, all subsequent or resulting vacant positions to be filled are delineated in both divisions. At this meeting, all Unit Members holding the appropriate credential may apply for any open position in either the Alt Ed or Special Ed division. This second meeting shall be mandatory for all Unit Members interested in applying for one of the listed vacancies. At the meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the meeting, indicating in ranked order, up to three (3)

positions that they are interested in being reassigned for the following year.

4. Following receipt of the Reassignment Request forms at the Second Vacancy Meeting, SCSS will make assignment for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3.
  5. If a position subsequently becomes vacant, SCSS will follow the vacancy posting procedure set forth in Article 10.8(b) and 10.8.2.
  6. Unit Members are limited to a maximum of two (2) Unit Member initiated reassignments in the same school year for which they were granted.
  7. Any vacancies occurring after this process has been completed will be posted both internally and externally, and will be filled pursuant to the procedures set forth in Article 10.8.1 through 10.8.9.
- C. When the Employer decides to establish a stipend position (e.g. head teacher) the Employer will email the position announcement, describing the responsibilities and the amount of the stipend to applicable Unit Members. The position announcement will also be posted at the site, department or within the credential classification, whichever is applicable. The position announcement shall be posted for seven (7) days, and Unit Members who meet any stated qualifications and who apply in writing shall be interviewed. If only one Unit Member applies, the employer may waive the interview. The employer may discontinue any stipend position after the posted term.
- D. If no member of the Roman Numeral Classification requests a reassignment, the manager shall internally post the position for SCOE Unit Members with the appropriate credential. Internal postings shall be a minimum of eight (8) calendar days.
- E. In cases involving Designated Instructional Services vacancies, if no member of the Roman Numeral Classification requests a reassignment, the manager will have the option of doing the following in whichever order he/she chooses:
1. Internally post the position for SCOE Unit Members as provided Under Section 10.8.B.
  2. Piece out the position among qualified SCOE Unit Members, with Priority given to Unit Members from within the specific Roman Numeral classification of the vacancy.

3. If the manager is unable to fill the vacancy or portions of the vacancy through one of these options, the manager shall try the other option before posting the position or remainder of the position externally.
- 10.8.1 The Employer shall send one notice listing each vacancy in the spring to all Unit Members and SCOE sites. During the summer months, vacancy notices for new/unexpected openings will be emailed to each Unit Member.
- 10.8.2 Unit Members may apply for open vacancies by completing a written or on-line Certificated Vacancy Request Form that can be accessed through the SCOE Website.
- 10.8.3 Unit Members shall be given fair and equitable consideration by the Employer when considering the application to fill a vacancy. If more than one Unit Member applies for the same position, the Employer shall consider the following: experience, qualifications, seniority, successful performance, and the effects of the transfer/reassignment at the present work location and the new work location.
- 10.8.4 Requests for transfer/reassignment shall be considered before recalling persons on a 39 month reemployment list. Unit Members who have been laid off and are on the 39 month reemployment list will be notified of vacancies via phone call, certified mail and regular mail. These Unit Members shall have ten (10) days from the date of mailing to accept the position.
- 10.8.5 In cases of transfer requests from more than one equally qualified Unit Member, the Unit Member with the greater years of service to the Employer shall be given first priority.
- 10.8.6 When a Unit Members qualifications and experience for a vacant position are substantially equal to an outside applicant's, the Employer shall give the Unit Member the position.
- 10.8.7 When a transfer/reassignment request to a vacant position is denied by the Employer, the unit member may request within seven (7) days, reasons for such denial. The employer must comply with the request in writing within seven (7) days.
- 10.8.8 Unit Members may request transfer/reassignment to a vacant position during the course of the school year. The Employer may elect to not

transfer/reassign an existing Unit Member to a position if the Employer concludes that a suitable replacement could not be found for the applicant's position. If this occurs and the applicant indicates a desire to be transferred/reassigned in the subsequent school year to a vacant position, the Employer may not deny the request.

10.8.9 Unit Members in the Alternative Education Program and Unit Members working with non-ambulatory students weighing 45 pounds or more may request transfer/reassignment after two (2) years in such positions and shall be transferred/reassigned upon the Unit members request within one (1) year following the request to a vacant position for which the Unit Member qualifies.

10.8.9.1 A Unit Member being granted a transfer/reassignment under this Article may be evaluated during the first year in the new position even though the teacher may have been evaluated during the prior school year.

10.9 The Employer shall move supplies, materials, furniture and equipment from one work location to another, provided that said supplies, materials, and equipment are suitably boxed and/or packed. If furniture is to be moved, all drawers, shelves, etc., must be secured.

10.10 During the spring semester, supervisors will survey Unit Members concerning desired changes in assignment. Such requests shall be considered by the supervisor in preparing for tentative assignments, transfers and reassignments.

10.11 Juvenile Hall Involuntary Transfers/Reassignments

A. The timelines provided by this article are inapplicable to involuntary transfers/reassignments of a Unit Member out of a Juvenile Hall program at the request of the office of the Chief Probation Officer (Welfare & Institutions Code section 852: "The juvenile hall shall be under the management and control of the probation officer").

B. A Unit Member who has been assigned to Juvenile Hall shall not be involuntarily transferred/reassigned to a Community classroom if within the prior three (3) years, while working in a Juvenile Hall program, the Unit Member reported an assault/threatened assault pursuant to Education Code section 44014 unless there are no vacancies in Independent Study teaching assignments.

10.12 Unit Members shall not be involuntarily transferred/reassigned more than one time during any work year except in the case of a 10.11 or an Appendix I (6) (7) transfer or reassignment.

## ARTICLE 11

### **SICK LEAVE**

- 11.1 Unit Members employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury for each year of service. Unit Members employed less than five (5) days a week for a year of service shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days of employment per year bears to five (5). In cases of immediate family illness and/or injury, Unit Members may utilize accumulated sick leave to the full extent of days available in the individual's account.
- 11.2 Unit Members are encouraged to schedule medical appointments and/or treatments outside the normal working hours. Medical appointments and/or treatments which are conducted during the work day shall be charged to the Unit Member's accumulated sick leave on an appropriate pro-rata basis.
- 11.3 Whenever a Unit Member has been unable to perform duties which are normally a part of his/her job responsibilities, due to a medical condition, as verified by written certification from a medical practitioner, the Unit Member shall be allowed to return to his/her position after first submitting a release pertaining to the specific illness or injury relative to the above-mentioned absence. This release shall specify the Unit Member is able to perform the essential functions of the job. Reasonable modification may be made at the option and direction of the Personnel Administrator based on job requirements. The Employer is not obligated to return a Unit Member to work if the Unit Member cannot perform the essential functions, and a substitute is also required. During the period of absence the Unit Member shall be placed on a sick leave/disability leave status.
- 11.4 Unused sick leave shall be accumulated from year to year without limitation.
- 11.5 The Employer shall notify all Unit Members, in writing, by November 1 of each year of their total number of days accumulated sick leave, including those to which they are entitled for the current school year.
- 11.6 Any Unit Member who has accumulated unused sick leave in another school district or county schools office in California at the time he/she is employed shall be given full credit for such unused sick leave if consistent with State law. The Employer shall provide assistance and forms for this purpose.

Notice of information: State regulations have eliminated any time limitation(s) on the transferability of sick leave.

- 11.7 When a Unit Member exceeds ten (10) days of “personal illness/injury” sick leave during a contractual work year, the SCSS may require that the Unit Member provide written certification of illness/injury from a medical practitioner for any additional absences due to personal illness or injury, which exceed four (4) consecutive days. In such cases, the Unit Member’s supervisor shall meet and/or communicate with the Unit Member regarding issues or concerns related to the Unit Member’s high utilization of sick leave. The supervisor shall provide the Unit Member with a concise, written summary of the meeting and/or communication, which includes specific, sick leave verification expectations.
- 11.8 If the SCSS has documented evidence that a Unit Member has used “personal illness/injury” sick leave inappropriately (e.g. recreational activity, traveling, other employment, attending sporting event, etc.) during a contractual work year, the SCSS may require that the Unit Member provide written certification of illness/injury from a medical practitioner for any additional absences for personal illness or injury which exceed two (2) consecutive days. In such cases, the Unit Member’s supervisor shall meet and/or communicate with the Unit Member and his/her representative, if so requested, regarding the Unit Member’s inappropriate use of sick leave. Following this meeting and/or communication, the supervisor shall provide the Unit Member with a concise, written summary, which includes specific, sick leave verification expectations.
- 11.9 In cases in which the SCSS has a reasonable suspicion regarding inappropriate use of “personal illness/injury” sick leave during a contractual work year, the SCSS may require that the Unit Member provide written certification of illness/injury from a medical practitioner for any additional/ongoing absences for personal illness or injury, which exceed two (2) consecutive days. In such cases, the Unit Member’s supervisor shall meet and/or communicate with the Unit Member and his/her representative regarding the Unit Member’s alleged misuse of sick leave. The Unit Member shall be fully informed regarding the issues (i.e. suspicions) and invited to provide witnesses, documentation, or other exculpatory evidence regarding the alleged misuse. The Unit Member shall have the right to waive representation when meeting with his/her supervisor on the issue at hand. When doing so, all parties (i.e. the Association, Supervisor, and Unit Member) shall sign off

acknowledging that the Unit Member was informed of his/her right to representation during the meeting(s) and that it was the choice of the Unit Member to proceed without representation. Such action shall not preclude the Unit Member seeking representation at any time during this process.

If following this meeting, the supervisor believes that the suspicions were well founded and of sufficient merit to warrant intervention; he/she shall provide the Unit Member with a comprehensive, written summary regarding this decision. The summary shall include specific, sick leave verification expectations.

- 11.10 When possible, unit members shall be expected, except in emergencies or situations beyond the control of the employee, to give advance notice of absence due to illness, injury, or quarantine, in order that substitute arrangements may be made or that the unit member's duties can be adequately covered. When possible, advance notice for planned absences such as scheduled surgery shall be written verification provided by the employee's physician or medical practitioner. After any absence due to illness or injury, the unit member shall verify the absence by submitting a completed and signed absence report form to his/her immediate supervisor.

11.11 CATASTROPHIC ILLNESS LEAVE BANK LEVEL 1

All full-time Unit Members shall be granted one (1) additional day of sick leave annually to be placed in the SACP catastrophic illness leave bank level 1 up to a maximum accumulation of 450 days. For part-time Unit Members the day shall be the same proportion of a day the Unit Member works, i.e., 50%, 60%, etc.

- 11.11.1 The Association and the SCSS have agreed to create the SACP catastrophic illness leave bank level 1 effective September 1, 1991.

- 11.11.2 Days in the catastrophic illness leave bank level 1 shall accumulate from year to year up to a maximum of 450 days. They shall be credited to the catastrophic illness leave bank level 1 annually in October, at the rate of one day per FTE per year until the maximum of 450 days is reached.

- 11.11.3 Days shall be contributed to the level 1 bank and withdrawn from the bank without regard to the daily rate of pay of the catastrophic leave bank participant.

- 11.11.4 Withdrawal from the Bank:

- 11.11.4.1 Catastrophic leave bank level 1 participants, whose sick leave is exhausted and, in the case of the Unit Member's own illness, whose extended sick leave is exhausted, may withdraw from the bank for catastrophic illness or injury. In the case of catastrophic illness of the Unit Member's spouse or child, the Unit Member may draw on the catastrophic leave bank after exhaustion of regular sick leave/personal necessity leave. Catastrophic illness or injury shall be deemed as any illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that incapacitates the Unit Member's spouse or child for an extended period of time and require(s) a unit member without sick leave to take time off from work to care for the spouse or child. Catastrophic illness leave shall run concurrently with unpaid family leave.
- 11.11.4.2 Participants must use all sick leave available to them and in the case of the Unit Member's own illness or injury, all extended sick leave before becoming eligible for a withdrawal from the bank.
- 11.11.4.3 If a participant is incapacitated, applications may be submitted to the SCSS by the participant's agent or members of the participant's family.
- 11.11.4.4 Withdrawals from the catastrophic leave bank level 1 shall be granted in units of no more than thirty (30) duty days. Participants shall be granted an extension of withdrawals only for the Unit Member's own illness or injury by submitting appropriate medical verification. A participant's withdrawal from the bank may not exceed ninety (90) days or thirty (30) days if the participant is receiving workers' compensation temporary disability payments.
- 11.11.4.5 Withdrawals from the bank shall be granted provided that medical verification of the need has been submitted and provided there are sufficient days in the bank. Participants

applying to withdraw or extend their withdrawal from the catastrophic leave bank level 1 will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

11.11.4.6 Leave from the bank may not be used for illness or disability which qualify the participant for workers' compensation benefits unless the participant has exhausted all workers' compensation leave, his/her own sick leave, and provided further that the Unit Member signs over any workers' compensation checks for temporary benefits to the SCOE. The bank will be reimbursed the number of days for which the workers' compensation payment is equivalent to a regular day of pay at the negotiated rate for that participant. If the carrier challenges the bank, but upon settlement of the claim, the bank shall be reimbursed by the SCSS, the days used, if the workers' compensation claim has been sustained.

11.11.4.7 When the SCSS reasonably concludes that the applicant for a draw may be eligible for a Disability Award of a disability retirement under STRS or, if applicable, Social Security, the SCSS may require that the draw applicant apply for disability retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the applicant for further catastrophic leave bank level 1 payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to catastrophic leave bank level 1 payments will cease. If denied benefits by STRS or Social Security, the applicant must appeal or entitlement to the catastrophic leave bank level 1 shall cease.

11.11.4.8 If the catastrophic leave bank level 1 and level 2\* do not have sufficient days to fund a withdrawal request, the

SCSS is under no obligation to pay the participant any funds whatsoever. If the SCSS denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, it shall notify the participant and SACP, in writing, of the fact that there are insufficient days in the bank.

11.11.4.9 Withdrawals shall become effective immediately upon exhaustion of sick leave.

11.11.4.10 Once the catastrophic leave bank level 1 has been exhausted, the post 90 day lifetime catastrophic leave level 2 (11.11.6) shall become an option for Unit Members.

11.11.5 Administration of the Catastrophic Leave Bank Level 1 and the Post 90 Day Lifetime Limited Catastrophic Leave Level 2.

11.11.5.1 The SCSS shall have the responsibility of maintaining the records of the catastrophic leave banks level 1 and level 2, receiving withdrawal requests and verifying the validity of requests, in writing, to the participants and to the SCSS.

11.11.5.2 The SCSS shall approve all properly submitted requests complying with the terms of this article. Withdrawals may not be denied on the basis of the type of illness or disability.

11.11.5.3 Applications shall be acted upon immediately after receipt of medical verification as long as there are sufficient days in the applicable bank.

11.11.5.4 The SCSS shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal.

11.11.5.5 By October 31<sup>st</sup> of each school year, the SCSS shall notify the SACP of the following:

11.11.5.5.1 The total number of accumulated days in the banks on June 30th of the previous year and the number of unit members and days per unit member used in the previous year.

11.11.5.5.2 The total number of days withdrawn from the banks in the previous year.

11.11.6 Post 90 Day Lifetime Limit Catastrophic Leave Level 2:

If a Participant exhausts their 90 day lifetime withdrawal limit from the catastrophic leave bank level 1, SACP may notify Unit Members of the option to voluntarily donate up to five (5) days of accrued sick leave to the individual. For purposes of this section a “day” means full time Unit Members’ days. Less than full time Unit Members may donate their pro-rata portion of a full time Unit Members’ day. SCSS will accept up to 45 days of donated sick leave per request. A Unit Member is not limited to one (1) request. However, Unit Members can use up to forty-five days\* within thirty-six (36) months of the request. In all cases, Unit Members donating accrued sick leave must maintain a minimum of three times the amount of the donated leave, e.g. if an employee donates five (5) days, they must have at least fifteen (15) days of accrued sick leave remaining. Voluntary donation of accrued sick leave is irrevocable. Donated leave in excess of leave taken shall remain in the catastrophic leave bank for subsequent requests. SACP shall provide Human Resources with signed written authorizations to donate sick leave no later than 45 days after the Association has sent the request to Unit Members. Although donated sick leave may extend the time the Employee receives full pay, it shall not extend the differential/extended sick leave authorized by the Education Code.

\*As long as there are sufficient funds, 11.11.4.8, sufficient funds.

## ARTICLE 12

### **EXTENDED ILLNESS LEAVE**

- 12.1 When a certificated Unit Member has exhausted all accrued sick leave, and continues to be absent from his/her duties on account of illness or accident for a period of five (5) school months (100 days) or less, the amount deducted from the salary due him/her shall not exceed the amount which is actually paid a substitute Unit Member employed to fill his/her position during the absence or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed. A Unit Member shall not be provided with more than one five (5) month extended sick leave period per illness or accident. If a school year ends before the five (5) months or 100 days have been exhausted, and the Unit Member is still suffering from the same illness or injury, the Unit Member shall be entitled to take the subsequent year's sick leave allotment followed by the balance of the five (5) month extended sick leave remaining from the prior year. If the unit member becomes incapacitated due to a different illness or injury, the unit member shall be entitled to another five (5) months (100 days) of extended illness leave.
- 12.2 Exhaustion of All Leaves: When a unit member has exhausted all available sick leave, including regular accumulated sick leave and the five (5) months (100 days) of extended sick leave, and the unit member is not medically able to resume the duties of his/her position, the unit member shall be placed on a re-employment list for a period of twenty-four (24) months if the unit member is on probationary status or a period of thirty-nine (39) months if the unit member is a permanent Unit Member. This twenty-four (24) or thirty-nine (39) month period begins at the end of the five (5) months (100 days) extended sick leave and/or catastrophic leave, if any, under section 11.7. If the unit member is medically able to return to work during the twenty-four (24) or thirty-nine (39) month period, the Unit Member shall be returned to employment in a position for which he/she is credentialed and qualified. The Unit Member does not have the right to return to a particular site or program; the Unit Member will be assigned to employment which meets the needs of the County and the students.
- 12.3 A medical practitioner's verification may be required for any leave requested under this article.

## ARTICLE 13

### **INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

- 13.1 Unit Members who sustain any work-related injury or illness shall be eligible for a maximum up to sixty (60) working days for one or more separate occurrences, each fiscal year. Illness or injury so determined shall not be deducted from sick leave.
- 13.2 The Unit Member or the immediate supervisor, when the Unit Member is disabled, shall file an occupational injury or illness report within twenty-four (24) hours following an industrial injury or illness, with the Human Resources Office.
- 13.3 Allowable leave shall not be accumulated from year to year.
- 13.4 Industrial accident or illness leave shall commence on the first day of absence.
- 13.5 When an Unit Member is absent from his/her duties on account of an industrial accident or illness he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability indemnity will result in a payment to him/her of not more than his/her regular monthly salary.
  - 13.5.1 As used in this section, Industrial Accident and Illness Leave, temporary disability indemnity shall refer exclusively to payments received from the Employer's Workers Compensation insurance carrier.
- 13.6 When an industrial accident or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.7 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.8 During any paid leave of absence, the Unit Member shall endorse to the Employer the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Employer, in turn, shall issue the Unit Member appropriate salary and shall deduct normal retirement and other authorized contributions.
- 13.9 Upon exhaustion of the industrial accident or illness leave, the Unit Member shall be entitled to the benefits listed under the Sick Leave article.

- 13.10 Any Unit Member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the state of California unless the Employer authorized travel outside the State.
- 13.11 If verification of any industrial accident or illness is required by the Employer, the Employer shall, within two working days of written notification by the Unit Member of such accident, provide the Unit Member with a list of three (3) qualified physicians from which the Unit Member shall select one. The services of the selected physician shall be paid by the Employer.

## ARTICLE 14

### **PERSONAL NECESSITY LEAVE**

- 14.1 The Unit Member may use accumulated sick leave for purposes of personal necessity.
- 14.1.1 Up to seven (7) days of accumulated sick leave in each year may be used by the Unit Member as discretionary days. The immediate supervisor or designee shall approve any request for discretionary personal necessity leave unless the purpose of the leave is for a work action against the Employer, any other employer, or for course units toward salary placement credit.
- 14.2 Notification of personal necessity leave under sections 14.1 and 14.1.1 of this Article shall be submitted in writing to the Unit Member's immediate supervisor or designee not later than the day before taking such leave. Personal necessity leave shall be denied if not submitted prior to taking such leave, and the Unit Member shall have been deemed to have taken leave without pay.
- 14.3 The Unit Member shall not be required to secure advance permission for leave taken if a member of the Unit Member's immediate family dies, or if the Unit Member or a member of the Unit Member's immediate family unexpectedly becomes seriously ill, has a personal accident or automobile accident or there is serious damage to the Unit Member's own property (e.g. earthquake, fire or flood).
- 14.3.1 The Unit Member shall notify his/her immediate supervisor or designee of personal necessity leave taken under section 14.3 of this Article prior to the beginning of the work shift in which the absence will occur, if and when the Unit Member is physically able to do so.
- 14.3.2 Upon return from a personal necessity leave granted under section 14.3 of this Article, Unit Members shall be required to substantiate the leave by submitting a written explanation to the Employer and such verification as may be required by the Employer.
- 14.4 The definition of immediate family shall be the same as defined in the Bereavement Leave Article of this Agreement.
- 14.5 The parties agree to meet and confer upon request of the Employer if there is excessive use of personal necessity leave by unit members.

## ARTICLE 15

### **BEREAVEMENT LEAVE**

- 15.1 Every Unit Member shall be entitled to paid Bereavement Leave for the death of a member of the immediate family. Bereavement leave shall not exceed three (3) days or five (5) days for the death of the Unit Member's spouse, child or parent or if out-of-state travel or total travel of more than three hundred (300) miles is involved.
- 15.2 During the above time periods, leaves granted under this article shall not be deducted from leaves granted by other articles of this Agreement.
- 15.3 Members of the immediate family include the mother, father, child, grandmother, grandfather, or a grandchild of the Unit Member or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law of the Unit Member, or any person who is or has lived permanently in the immediate household of the Unit Member.
- 15.4 The Unit Member may request use of any of the seven (7) days of personal necessity leave or be granted up to five (5) days of unpaid leave of absence for purposes of continuing "bereavement" leave as provided in this article. The granting of unpaid leave will result in loss of retirement credit.
- 15.5 If the death of a student occurs, that student's current teacher shall be granted paid release time to attend funeral services. In addition, the student's other service providers may request paid release time from their supervisor to attend funeral services.
- 15.6 In addition to the above, a Unit Member may utilize Bereavement Leave in the event of the death of any individual provided the decedent has designated the Unit Member as having either Power of Attorney for Health Care Decisions pursuant to California Probate Code section 4701 or Uniform Statutory Form Power of Attorney pursuant to California Probate Code section 4401.

## ARTICLE 16

### **PREGNANCY DISABILITY LEAVE/PREGNANCY LEAVE**

- 16.1 Unit Members are entitled to use sick leave as set forth in Article 11 for disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there-from on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities described in this section. In addition, Unit Members may be eligible for disability insurance proceeds pursuant to Article 22.14.
- 16.2 A Unit Member shall be entitled to an unpaid pregnancy leave of absence at any time after pregnancy is established. The Unit Member shall provide at least two (2) weeks advance written notice to the Employer of the need for pregnancy leave in order to facilitate obtaining a replacement. This leave shall be without pay or benefits until such time the Unit Member's physician provides medical verification that the Unit Member needs pregnancy disability leave. During the unpaid pregnancy leave, the Unit Member may maintain her health and welfare benefits coverage by submitting a check or money order to the Human Resources office prior to the first day of each month or by submitting post dated checks for the duration of the leave. Effective the first full month of the unpaid leave the Unit Member shall be obligated to pay for her health and welfare benefits. Insurance coverage will cease for any Unit Member failing to submit the cost of the insurance by the due date.
- 16.3 A Unit Member who has exhausted all sick leave (Article 11) and who is disabled because of pregnancy, miscarriage, childbirth, or recovery there-from is entitled to use extended sick leave (Article 12) and/or catastrophic leave or leave without pay for up to four (4) months. The length of such disability leave, including the date on which the leave shall begin and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician or medical practitioner.
- 16.4 The Unit Member is expected to establish a beginning and ending date for the Pregnancy Disability Leave with her Supervisor as far in advance of the start of the leave as possible in order to plan for a temporary replacement.

- 16.5 The Unit Member may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If verification is required by the Employer, the Employer shall provide the Unit Member with a list of three (3) qualified physicians from which the Unit Member shall select one. The services of the selected physician shall be paid by the Employer.
- 16.6 The Unit Member may return as soon after the termination of pregnancy as she wishes, provided she presents verification from her physician or medical practitioner that she can perform all duties and responsibilities. If verification is required by the Employer, the Employer shall provide the Unit Member with a list of three (3) qualified physicians from which the Unit Member shall select one. The services of the selected physician shall be paid by the Employer. The Unit Member shall give the Employer at least fifteen (15) calendar days advance notice of the date she wishes to return.
- 16.7 The Unit Member may request up to an additional ten (10) days child rearing leave during which the Unit Member shall be paid at his/her regular salary, less the customary and normal amount which would be paid a daily substitute. Leave for natural mothers shall be taken consecutively at the conclusion of the pregnancy disability leave.
- 16.8 Maternity/Paternity/Parental Leave: Unit members are entitled to take up to twelve weeks of parental leave pursuant to Education Code section 44977.5. Unit members may elect to utilize their available sick leave for this purpose or receive the greater of differential pay or 50% pay.

## ARTICLE 17

### **MILITARY LEAVE**

- 17.1 Unit Members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlisted, or are otherwise ordered to active military duty, shall be granted such leave and military leave pay as is provided in the Military and Veteran's Code.
- 17.2 Unit Members shall be required to request military leaves in writing and to supply the Employer with copies of military orders.

## ARTICLE 18

### **JUDICIAL LEAVE**

- 18.1 The Employer shall grant leaves with full pay to Unit Members called for jury duty, or subpoenaed as a court witness. The Unit Member shall submit to the Employer any fees received, excluding any mileage payments or meal expenses.
- 18.2 Unit Member placed on standby jury duty commitment, will be provided a full day substitute. If not called, the administrator will make the assignment either in the teacher's own class or a related other assignment.

## ARTICLE 19

### **MISCELLANEOUS LEAVE**

- 19.1 Eligibility: The Employer may grant leaves without pay for any reason the Employer deems appropriate. Only Unit Members who have completed two (2) years of service with the County Office are eligible for leaves of absence without pay, unless there is an independent statutory entitlement to the leave, such as 12 weeks of child rearing leave under the Family and Medical Leave laws.
- 19.2 Purpose of Leave: Eligible Unit Members may request an unpaid leave of absence for purposes including, but not limited to, child rearing, health, study, travel, legislative service or alternative employment.
- 19.3 Maximum Length of Leave: The maximum period of time a Unit Member may spend on an unpaid leave of absence, regardless of purpose, is three years within a rolling ten year period.
- A. A Unit Member may be granted an unpaid leave of absence for up to one complete school year, and if the purpose of the leave is child rearing or health, the Employer may approve a renewal of this leave on an annual basis up to a maximum of three school years.
  - B. If the purpose of the leave is study or legislative service, the employer may approve a renewal of the leave of absence up to a maximum of two school years.
  - C. One year is the maximum length of absence which may be approved for an unpaid leave for all other purposes such as personal growth, travel or alternative employment.
  - D. Leaves may be extended at the discretion of the Employer up to the allowable maximum described in this Article. Unit Members shall notify SCOE on or before March 1<sup>st</sup> of each year whether they will be returning to work following the leave or will be requesting an extension of the leave.
- 19.4 Applications for Unpaid Leave: Applications for any unpaid leave of absence shall state:
- A. The length of leave requested, setting forth beginning and termination dates;
  - B. The purpose of such leave;
  - C. The reasons why such leave should be granted; and
  - D. The benefits (if any) accruing to the Employer.

- 19.5 Unpaid leaves of absence granted under this Article shall not be counted as service time for any purpose including eligibility for sabbatical leave when available. Eligibility to participate in an early retirement incentive program is an exception. That portion of any unpaid leave of absence taken for child rearing which runs concurrently with unpaid family care leave, up to a maximum of 12 weeks, shall count as service time.
- 19.6 Insurance coverage extended to Unit Members by action of this Agreement may be continued for personnel on any unpaid leave. The Unit Member shall be responsible for submitting a check or money order to the Human Resources Office prior to the first day of each month, or postdated monthly checks for the duration of the leave. The Unit Member shall be responsible for the full cost of such insurance. Insurance coverage will cease for any Unit Member failing to submit the cost of the insurance by the due date.
- 19.7 Factors to be considered by the Employer when making a decision relevant to leaves covered by this article shall include:
- A. Information provided in the leave application;
  - B. The needs of the Unit Member (physical, emotional, etc);
  - C. Such other factors the Employer deems appropriate.
- 19.8 If the request for leave is denied, the Employer shall notify the Unit Member in writing, stating the reason for such denial within twenty (20) working days of the application.
- 19.9 If a Unit Member requests a non-paid work day without reimbursement to attend a class or conference which offers continuing education units or credits, then the Unit Member shall be eligible to receive credit for these units towards salary advancement, if the units are approved by the Unit Member's supervisor in accordance with the criteria in section 25.4.2.

## ARTICLE 19A

### **UNPAID FAMILY CARE LEAVE**

- 19A.1 Unit Members who have completed one year of service of at least 60% F.T.E. during the previous school year shall be granted, upon request, unpaid leave of absence for up to 12 workweeks within a rolling 12-month period for the purpose of caring for a new baby or newly adopted baby or for a child, spouse, or parent with a serious health condition or for the Unit Member's own illness. A rolling 12-month period means the 12-month period commencing on the first date that FMLA/CFRA leave is taken and counting backward from that date. This 12-workweek period shall include and run concurrently with the ten (10) days of paid child rearing leave available under Section 16.6 and catastrophic illness leave under Section 11.7; however, this leave does not include personal necessity leave and other sick leave and will commence after use of personal necessity leave and other sick leave.
- 19A.2 The Unit Member shall provide reasonable advance notice to the Employer of the need for: a family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the Unit Member must provide at least thirty (30) days written advance notice. If the Unit Member does not have thirty (30) days prior notice, the Unit Member shall provide reasonable notice.
- 19A.3 Verification by a health practitioner may be required by the Employer to validate the serious health condition of the child, spouse or parent. The Employer may not require the health practitioner to disclose the nature of the health condition, but the fact that the family member has a serious health condition.
- 19A.4 Family care leave is an unpaid leave of absence except for days which run concurrently with paid leave (see 19A.1). The Employer shall maintain health insurance benefits at the Employer's regular contribution level (section 22) for the duration of the leave taken under 19A.1, not to exceed 12 workweeks in a 12-month period. The Employer may recover the premium paid for the Unit Member during the leave if the Unit Member fails to return from leave after the period of leave has expired for a reason other than the continuation,

recurrence, or onset of a serious health condition that entitles the Unit Member to leave or other circumstances beyond the control of the Unit Member.

- 19A.5 This section of the contract may be reopened at the request of either party when the final state regulations have been adopted.

## ARTICLE 19B

### **PARTIAL LEAVES**

- 19B.1 This section shall become effective July 1, 1998. A Unit Member who has completed at least two years of service with the County Office may request a leave of absence from a portion of the Unit Member's full-time assignment (e.g. .25 FTE, or .5 FTE). Such leave may be granted by the Employer for one school year provided the Employer is able to cover the remainder of the Unit Member's assignment. If the Employer denies the leave, the Unit Member may request reasons in writing. Partial leave for the following school year must be requested by March 1.
- 19B.2 If the Unit Member's circumstances change, the Unit Member may rescind the request for partial leave prior to the time a replacement has been hired or assigned. Once a replacement has been hired, the partial leave cannot be rescinded.
- 19B.3 A Unit Member on a partial leave may request that the partial leave be renewed on an annual basis up to a maximum of three school years. The Employer may deny the request to renew the leave. Once a Unit Member has been on partial leave for three school years, the Unit Member must return to full-time status or submit a written resignation from the portion of the assignment the Unit Member has been on leave. If the Unit Member resigns a portion of the assignment the Unit Member will be on a partial contract permanently.
- 19B.4 A Unit Member who is on a partial contract may apply for vacant positions in accordance with Article 10.8.

## ARTICLE 20

### **SAFETY**

- 20.1 Unit Members shall not be required to work under unsafe or unhealthy conditions or perform tasks which endanger their health or safety.
- 20.2 Any Unit Member who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy, to his/her immediate supervisor. The immediate supervisor will respond in writing within one (1) week as to how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is legally possible.
- 20.3 A Unit Member may use such responsible force as is necessary and legally appropriate to protect himself/herself from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a student.
- 20.4 Unit Members shall immediately report in writing cases of assault or threatened assault suffered by them in connection with their employment to the appropriate law enforcement authorities with a copy to their immediate supervisor (form provided). The immediate supervisor shall promptly report the incident to the Superintendent.
- 20.5 The Employer shall carry insurance to cover the cost of the county-owned material or equipment. The Unit Member shall take precautions and treat the county-owned material or equipment as if it were his/her own.
- 20.6 The Employer will reimburse Unit Members for the loss or damage to Unit Member-owned instructional equipment and/or instructional materials with a value in excess of \$25 and less than \$200, provided that the Unit Member has registered the item(s) and received the prior written approval of the Unit Member's immediate supervisor. Such items shall not be reimbursed without this prior written approval. A form shall be available for this purpose.
- 20.7 When a class with a single assistant has ten (10) or more students and one or more requires more than the usual amount of physical assistance during any part of the school day, the class will be provided one of the following two options:
  - A. An additional full time assistant.

- B. The use of additional help will be provided during the time the unusual amount of physical assistance is required. The choice of the two options will be made by the administrator. Classes with less than ten (10) students having two or more students who require more than the usual amount of physical assistance will have the same two options. The choice of the two options will be made by the administration.

- 20.7.1 Upon written request of the Unit Member, appropriate lifting equipment will be made available.
- 20.8 Qualified nurses shall be the only teachers to provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding, and drainage). Teachers other than qualified school nurses, shall not be requested or required to perform any medical procedure on a student.
- 20.9 A copy of the Employer's liability policy shall be provided for the Association with a summary sheet for all Unit Members.

## ARTICLE 20A

### **BEHAVIORAL INTERVENTION**

- 20A.1 Behavioral Intervention (BI) is a technique used to physically contain behavior(s) which: (a) pose a clear and present danger of serious physical harm to the individual or others and (b) cannot be immediately prevented by a response less restrictive than the temporary application of a BI. Behavioral Intervention can include: Behavioral Emergency Intervention (BEI) as well as the implementation/execution of interventions outlined in a Behavioral Interventions Plan (BIP).
- 20A.1.1 Examples of Behavioral Intervention containments include: prone containment, basket hold, etc.
- 20A.1.2 Parents shall be informed upon enrollment of the teacher's classroom management plan with an explanation of BI.
- 20A.2 SCOE has a legal responsibility to provide appropriate training to certificated staff that deal or may deal with potentially assaultive students in the implementation of Behavioral Emergency Interventions/Behavioral Intervention Plan.
- 20A.3 Unit Members in the following programs shall be required to become certified and maintain certification in one of the SCOE approved behavioral intervention programs (e.g. ARM, CPI, Pro-ACT): Alternative Education (Teachers at PACE, Allard and satellite sites), Autism, Emotionally Disturbed, and Behaviorally Challenged (JFK and Life Skills). Those unit members unable to physically perform containments can gain certification by simulating the coordination of the different types of holds included in the training.
- 20A.3.1 Unit members receiving Aggressive Response Management (ARM) training will have two certification options: (a) Behavioral Intervention Coordinator; or, (b) Behavioral Intervention Implementer and Coordinator.
- 20A.4 Unit Members in the designated assignments are expected, given appropriate training, to coordinate and/or execute behavioral intervention, during the instructional day.
- 20A.4.1 Implementation of BI shall be under the Unit Members direction and the Unit Members discretion. Should the Unit Member deem that

utilization of BI is inordinately unsafe, he/she shall implement/initiate normal site emergency procedures.

20A.4.2 Unit Members shall not be evaluated on the utilization of BI.

20A.5 Unit members assigned to other programs may voluntarily participate in SCOE approved behavioral intervention training.

20A.6 Unit Members shall be provided access to SCOE approved BI training as needed for certification. All SCOE approved BI disciplines shall be selected from the SELPA approved list.

20A.6.1 Unit Members shall be provided release time for BI training. If the training is provided outside the instructional day, the Unit Member shall be reimbursed at per diem rate (i.e. per diem payment applies only to Unit Members required to have BI training based upon assignment).

20A.7 SCOE shall defend and hold harmless Unit Members from any claims, lawsuits, or other civil actions arising out of the use of Behavioral Intervention techniques in the performance of their duties as provided by the California Government Tort Claims Act.

20A.8 Nothing in this language requires that every instance of student aggression be responded to with a Behavioral (Emergency) Intervention as defined in this Article. Other appropriate responses will be identified at each site as a result of discussion between the site supervisor and certificated staff.

20A.9 Unit Members, at some point during their employment with SCOE, may become physically unable to execute Behavioral Intervention. In such cases, the site administrator will ensure that accommodations are made so that all necessary Behavioral Interventions are executed by other classroom staff. The Unit Member shall continue to be responsible for coordinating BI in his/her program.

## ARTICLE 21

### **RETIREMENT**

- 21.1 For a Unit Member who has completed at least twenty-five (25) years of paid service with the SCOE and who retires on or after June 30, 2004, SCOE will calculate retirement based on the single highest annual compensation earned by the Unit Member in accordance with Education Code section 22134.5. If the legislature ever changes the requirement of twenty-five (25) or more years of credited service, this criterion will be adjusted accordingly.

## ARTICLE 21A

### **REDUCED WORKLOAD OPTION**

21A.1 Effective the beginning of the 2003-2004 school year, a member of the SACP bargaining unit who is at least fifty-five (55) years of age and who has at least ten (10) years of creditable STRS service with at least five (5) years of full time employment, without a break in service, immediately before the reduction in workload may apply, on or before March 1<sup>st</sup>, to work a reduced workload and receive full retirement credit. The period of time during which a Unit Member may work on a reduced workload and receive full retirement credit shall be for two (2) school years. Unit Members who qualify to work the reduced workload option shall be paid a pro rata share of the creditable compensation he or she would have been paid had the Unit Member not reduced his or her workload. Unit Members working less than 75% of a school year on the reduced workload shall not receive salary credit for purposes of advancing on the salary schedule. The Unit Member shall receive health benefits in the same manner as would be provided if the Unit Member were working full time. The Unit Member shall work at least half the time of the contract that the Unit Member would have worked if he or she were working full time. Any Unit Member working a reduced workload pursuant to this Article shall begin working a reduced workload at the beginning of the school year and conclude at the end of the school year. A Unit Member who retires or otherwise separates from service prior to the end of the school year shall not receive full time medical benefits or full time service credit pursuant to this Article for the school year in question. The Unit Member will reimburse the County Office for the pro-rata portion of the full time medical benefits they received that school year. Both the Unit Member and the County Office shall contribute to the State Teachers' Retirement Fund in an amount based on the creditable compensation that would have been paid had the Unit Member worked full time.

## ARTICLE 22

### **UNIT MEMBER BENEFITS**

- 22.1 The Employer shall make available hospital and medical insurance to Unit Members through contract or self-funding. No change in the health plan provider, which is currently SISC, shall be implemented unless such change(s) is mutually agreed upon. The Employer may not change the SISC PPO Prudent Buyer Option I plan or the HMO plan unless such change is mutually agreed upon; however, if the health plan provider changes the coverage by eliminating some coverage or increasing a co-pay or deductible, the Employer shall not be responsible for maintaining benefits that were changed by the health plan provider. Should SISC or a mutually agreed alternative provider no longer offer the 100% PPO Prudent Buyer Option I plan, the SCOE shall fully cooperate in good faith with the SACP in attempting to find and to contract with the most similar plan available in the market. The SCOE shall solicit proposals from any and all health plan providers contacted and referred to them by the SCOE benefits unit, SACP or the joint SCOE/SACP Benefits Committee. Section 22.1 will be subject to the grievance procedure in the collective bargaining agreement. Grievances about alleged violations of this (Section 22.1) shall be subject to binding arbitration; however, the arbitrator shall have no authority to require either SACP or the Employer to accept a particular health care provider.
- Effective 10/1/2005 All Unit Members shall be offered a menu of medical/hospital Benefits from which to choose such as three (3) PPO Plans and at least one HMO.
- 22.2 The Employer shall make dental insurance, including orthodontia, available to Unit Members through contract or self-funding. No change in benefits to Unit Members shall be implemented, unless such change is mutually agreed upon.
- 22.3 The Employer shall make vision care insurance available to all Unit Members through contract or self-funding. No change in benefits to Unit Members shall be implemented, unless such change is mutually agreed upon.
- 22.4 Unit Members working fifty percent (50%) to seventy-five percent (75%) shall receive a prorated share of the medical and health benefits CAP described in this

Article. Unit Members working seventy-five percent (75%) or more shall receive the full medical benefits CAP as described in this Article.

- 22.5 Effective July 1, 2015 the Employer shall provide the following CAP health benefit amounts to all existing Unit Members annually:

Single coverage	\$10,000
Two Party	\$10,500
Family	\$12,000

Effective July 1, 2016 the Employer shall provide the following CAP health benefit amounts to all existing Unit Members and newly hired Unit Members annually with the exception of those Unit Members currently enrolled in the Family plan:

Single coverage	\$11,500
Two Party	\$11,500
Family	\$11,500

Current Unit Members enrolled in the family plan on or before (February 29, 2016) will be grandfathered and will continue receiving the CAP health benefit of \$12,000 annually. Unit Members working fifty percent (50%) to seventy-five percent (75%) shall receive a prorated share of the medical and health benefit CAP. Unit Members working seventy-five percent (75%) or more shall receive the full medical and health benefit CAP and Unit Members working on the Reduced Work Load option pursuant to Article 21A.

- 22.5.1 The Employer shall make full health benefits premium (medical, dental, and vision insurance) not including any SISC billed Medicare surcharge, available to Unit Members who retire during the term of this Agreement. This benefit shall be effective for a period of sixty (60) months or until the Unit Member reaches the age of sixty-five (65), whichever comes first after the date of retirement of the Unit Member. There will be no contribution towards the premium by full time Unit Members for the retiree unless the SISC Medicare surcharge is applicable. Dependent coverage shall be available at no cost to the Employer. To be eligible for this benefit, the Unit Member shall have been employed by the

employer a minimum of fifteen (15)<sup>1</sup> years with last five (5) years being consecutive, and be at least fifty-five (55) years of age at the date of the commencement of the benefit. The Employer shall prorate the health benefits premium for fifty percent (50%) up to seventy-five percent (75%) employees who retire during the term of this agreement. A Unit Member's pro rata premium benefit will be based on an average of their last 3 years employment with SCOE, except Unit Members working on the reduced workload option pursuant to Article 21A, who will receive the full benefit.

- 22.5.2 Unit Members who meet all of the above requirements for receiving paid retiree health benefits may elect to waive receipt of such benefits and receive a lump sum distribution to a HRA or employer-sponsored 403(b) in lieu of retiree benefits. Such election shall be made by written notification to the Payroll Department not less than thirty (30) days prior to the effective date of retirement. Such lump sum entitlement shall be computed pursuant to a formula approved by the Superintendent. Said formula shall be based on the monthly cap at the date of retirement multiplied by the number of months of entitlement prior to the age of 65. Any election to waive future retiree benefits shall be irrevocable. Once the option for a lump sum distribution to a HRA or employer-sponsored 403(b) has been exercised, if an employee is reinstated to active service, that person shall be required to maintain health and welfare benefits as an active employee, but will be ineligible to accrue any retiree health and welfare benefits.
- 22.6 Insurance coverage extended to retired Unit Members by action of this Agreement may be paid for monthly by personal check. The Unit Member shall be responsible for submitting a check or money order to the Personnel Office prior to the first day of each month, or postdated monthly checks for the duration of the year.
- 22.7 Unit Members on unpaid leave of absence may continue their insurance coverage. The total cost of the premium shall be paid by the Unit Member. Personal checks (one for each month of the requested leave), in the amount of

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<sup>1</sup> Up until July 31, 2015, this eligibility requirement is a minimum of ten (10) years of SCOE service. It changes to fifteen (15) years effective August 1, 2015.

the premium for requested benefits, must be submitted to the Personnel Office no later than the first (1<sup>st</sup>) day of the month in which the leave is to begin.

- 22.8 The Employer shall participate in the Medicare supplement buy-in program as provided by state law.
- 22.9 The Employer shall make full COBRA disclosure to any Unit Member or qualifying family member in a timely manner.
- 22.10 The Employer shall provide each Unit Member with a fully paid income protection plan similar to Plan D underwritten by the Reliance Standard Life Insurance Company.
- 22.11 The Employer shall provide each Unit Member with a basic life insurance plan for years of service as follows:

YEARS OF SERVICE	AMOUNT OF INSURANCE
1 year but less than 4 years	\$25,000.00
4 years but less than 7 years	\$30,000.00
7 years but less than 10 years	\$35,000.00
10 years but less than 13 years	\$40,000.00
13 years but less than 16 years	\$45,000.00
16 years or more	\$50,000.00

- 22.12 In the event of the demise of a retired Unit Member, a dependent covered continuously since the date of retirement under the former Unit Member's coverage shall be allowed to continue such coverage.
- 22.13 Disability Benefits: A Unit Member who has been employed for a minimum of ten (10) years and who is placed on the thirty-nine (39) month reemployment list as a result of utilizing all available sick leave, extended sick leave and/or catastrophic leave or who has taken STRS disability retirement shall be entitled to receive the health benefits described in section 22.6 for a period of twenty-four (24) calendar months after the date of disability retirement or the date the Unit Member is placed on the reemployment list. There will be no co-pay for the disabled Unit Member's share of the premium. This benefit shall be available only one time during the employment of the Unit Member. A Unit Member who fully expends this benefit while placed on a thirty-nine (39) month reemployment list or STRS disability retirement and who returns to work before the end of that period shall

not be able to claim this benefit again upon retirement. If a disabled Unit Member expends only a portion of the allotted disability medical benefit and returns within the thirty-nine (39) month reemployment period, he/she would be able to claim only that portion of benefits (i.e., twenty-four (24) months less the number of months used) remaining. Dependent coverage shall be available at no cost to the Employer. The Unit Member shall be responsible for submitting a check or money order to the Human Resources office prior to the first day of each month, or post-dated monthly checks for the duration of the year for any dependent coverage.

## ARTICLE 23

### **CLASS SIZE**

#### **A. SPECIAL EDUCATION**

- 23.1 The Employer shall maintain the class size and caseload in compliance with the rules and regulations of the Stanislaus Special Education Local Plan Area and the State Education Code. These may be less than, but in no case more than stipulated. The SCSS and the Association understand and acknowledge that these class size limitations are established by the SELPA and may be changed at any time by the SELPA. A copy of the most recent caseload and class size standards is attached as Appendix N.
- 23.1.1 If a Unit Member's caseload for his/her program exceeds the SELPA standard by 10%, the Unit Member, Association representative and immediate supervisor shall meet to discuss remedies for the situation. Should the parties not be able to resolve the case load issue to the Unit Member's satisfaction, the Unit Member may request that the manager convene a caseload/class size (CLCS) team consisting of the Unit Member, Association representative, program manager and the Division Administrator for Special Education within ten (10) working days of the meeting to explore options.
- 23.1.2 If a Unit Member's class size for his/her program exceeds the SELPA standard by two (2), the Unit Member, Association representative and immediate supervisor shall meet to discuss remedies for the situation. Should the parties not be able to resolve the caseload issue to the Unit Member's satisfaction, the Unit Member may request that the manager convene a caseload/class size (CLCS) team consisting of the Unit Member, Association representative, program manager and the Division Administrator for Special Education within ten (10) working days of the meeting to explore options.
- 23.1.3 Potential Class Size/Caseload Accommodations and Itinerant Caseload Accounting for purposes of this Article are attached in Appendix O.
- 23.1.4 In the event of a reduction in state funding, the parties agree to reopen this article for the purpose of renegotiating these provisions.
- 23.2 Each special education class and resource specialist shall have at least one (1)

para educator assigned. In the event of a reduction of state funding, the parties agree to reopen this article for the purpose of renegotiating the distribution of available para educators.

23.2.1 When a Special Day Class with a single para educator exceeds fifteen (15) students for a period of ten (10) consecutive school days or more, a short term para educator will be assigned to the class. If the class drops to thirteen (13) or less, the additional para educator will be removed after ten (10) days.

23.2.2 When DIS caseloads exceed seventy (70) students, the therapist should not accept further referrals without the approval of the program administrator.

23.3 Any regularly assigned para educator shall be placed only after the affected teacher has been invited to take part in any interview process and to provide input into the placement.

23.4 A para educator substitute list shall be maintained by the County Office of Education. Substitute para educators, when available, will be provided on the first day of absence if requested at least two (2) hours before the class begins on a particular day of absence.

23.5 When para educators are called for jury duty, substitute para educators will be provided from the first (1<sup>st</sup>) day. It is the responsibility of the para educator to notify the administrative office daily to inform them of jury duty dates.

23.6 To provide Unit Members who are implementing new core curriculum the necessary skills to insure success, the teacher may be granted up to five (5) days per year of in-service, as approved by their program administrator, in each new core area, as state adopted. The teacher may be released with a substitute provided or if the training is not offered at any time when school is in session, a curriculum in-service rate (Stanislaus County Office of Education substitute rate) will be paid to the teacher.

#### B. ALTERNATIVE EDUCATION

23.7 The criteria for establishing and maintaining optimum caseload/class size are as follows: 1) Safety; 2) Compliance with state and federal regulations; 3) Providing positive/productive educational settings which offer students the opportunity for effective educational outcomes; and, 4) Availability of facilities.

## 23.8 COMMUNITY SCHOOL CLASSES

- 23.8.1 When a Community School Class exceeds an average class size of twenty-two (22) or more ADA attending class for ten (10) consecutive days, by the twelfth (12<sup>th</sup>) day a short-term para-educator will be placed in the classroom. If the class drops to twenty (20) or less, the additional short-term para educator will be removed after ten (10) days.
- 23.8.2 When a Community School Class exceeds an average class size of thirty (30) ADA, attending class for ten (10) consecutive days, one of the following options will occur: 1) students may be placed in Independent Study; 2) Hire a teacher 3) Collapse an Independent Study class and reassign the Unit Member to a Community School classroom, where he/she will teach their own class or team teach with the impacted Unit Member.
- 23.8.3 The Principal will notify the Unit Member of the selected option.

## 23.9 INDEPENDENT STUDY

- 23.9.1 The recommended caseload for Independent Study classes is thirty (30) regularly attending students.
- 23.9.2 When the number of students regularly attending on an Independent Study Caseload exceeds thirty (30) students for ten (10) consecutive school days, the Principal shall submit the appropriate paperwork to hire an additional Independent Study teacher, and provide a copy to the Unit Member.

## 23.10 SPECIAL DAY CLASSES LOCATED ON ALTERNATIVE EDUCATION SCHOOL SITES

When a Special Day Class located on an Alternative Education School site exceeds the SELPA standards by 10% ADA for ten (10) consecutive school days, the Unit Member, Association representative and immediate supervisor shall meet to discuss remedies for the situation. Should the parties not be able to resolve the class size issue to the Unit Member's satisfaction, the Unit Member may request that the manager convene a caseload/class size (CLCS) team consisting of the Unit Member, Association representative, program manager and the Division Administrator for Special Education within ten (10) working days of the meeting to explore options.

#### 23.11 SPLIT ASSIGNMENTS

For teachers with split assignments (i.e. community school and independent study) the Independent Study Caseload shall not exceed five (5) regularly attending students per period assigned or its equivalent (one student for one hour for each school day).

#### C. VOLUNTARY WORKDAY EXTENSION

23.12 Nothing contained within this article shall preclude a teacher from voluntarily accepting an extension of their workday at their per diem rate for activities or responsibilities outside of their own classroom or caseload, e.g. serving on an interview panel or assisting in the movement or setup of vacant classrooms.

## ARTICLE 24

### **DAYS AND HOURS**

- 24.1 The number of working days required of Unit Members employed for a traditional school year shall not exceed one hundred eighty-four (184) days per school year of one hundred and eighty (180) days shall be designated as instructional days (i.e. student attendance days for ADA purposes). Additional days are possible upon mutual agreement of the Employer and the Unit Members. Unit Members shall be compensated for working days that are in excess of one hundred and eighty-four (184) at the Unit Member's regular rate of pay.
- 24.2 (a) Two (2) non-instructional teacher preparation days shall be included in the total number of working days required by the Employer. These days are to be utilized by the Unit Member for the purpose of program/classroom preparation. During these two (2) days, the Unit Members program administrators may require that up to four (4) hours be used for program orientation/in-service. An agenda will be provided to the Unit Members forty-eight (48) hours prior to the meeting. If the JFK program administrator finds it necessary to provide orientation/in-service for para educators, the orientation/in-service shall be conducted concurrently with teaching staff.
- (b) Two (2) non-instructional Professional Development days shall be included in the total number of working days required by the Employer.
- 24.3 The Employer may grant in-service days as deemed necessary, and the Unit Member shall be paid per diem for such days. Required training (e.g., child abuse reporting, blood borne pathogens, keeping and giving medications, and confidentiality) shall be provided throughout the year at regular staff meetings.
- 24.4 Unit Members shall be entitled to one (1) conference day annually at the Unit Member's discretion with the Employer's input and approval. This day will be a paid workday and may be spent outside Stanislaus County. Costs for such Employer approved conferences shall be reimbursed up to a maximum of five hundred dollars (\$500) per conference day according to the Employer's Administrative travel policy. If a Unit Member's proposal exceeds the allotted amount the travel authorization shall be reviewed by a Cabinet level administrator to be considered for approval.
- 24.4.1 Unit Members may elect to accrue up to three (3) paid conference days

in the following manner:

- 24.4.1.1 If a Unit Member elects not to use his/her annual paid conference day in a given year, he/she may use up to two (2) paid conference days during a second contiguous year.
- 24.4.1.2 If a Unit Member elects not to use his/her annual paid conference day for two (2) consecutive years, he/she may use up to three (3) paid conference days during the third contiguous year.
- 24.4.2 If a Unit Member does not use the full reimbursement per conference day allocation (i.e. per diem rate), the unused portion(s) shall not carry forward or accumulate.
- 24.4.3 A substitute or appropriate staff support person shall replace the Unit Member in his/her assignment if necessary.
- 24.5 The Unit Member shall be at his/her work station before his/her first class begins and remain until after his/her students are dismissed, or after the first class leaves from the work sites of the Unit Member, whichever is later.
  - 24.5.1 Unit Members in programs that operate in a shorter session or a double session such as Early Intervention or Alternative Education (community classroom) shall be required to work a standard academic workday equivalent to that worked by other bargaining Unit Members. A standard academic workday means at least six (6) hours of work, except for certificated Naturalists whose work day is eight (8) hours of work.
  - 24.5.2 Unit Members are required to perform assigned duties outside the normal workday. These duties outside the normal workday include, county staff meetings (an average of two (2) per month on a regularly scheduled basis, which except in case of an emergency attendance will not be required beyond ninety (90) minutes; Back-to-School Night and Open House (Special Day Class Teachers); and teacher pre-scheduled conferring and counseling with pupils, parents and staff. An effort shall be made to ensure the reasonableness of such assignments and to make an equitable distribution of them among Unit Members.
    - 24.5.2.1 When a unit member is unable to attend a staff meeting following the normal work day, they will request, in advance, their supervisor's approval of their absence.

Unit members who do not attend staff meetings beyond the normal workday shall complete either an alternative, relevant, mutually agreed upon assignment, or provide documentation of a medically related absence.

Unit members that do not receive prior approval, or have not provided documentation or a mutually approved alternative assignment, shall be subject to progressive discipline pursuant to Article 8A.

- 24.5.3 When the Employer determines that a special education student (pre-formal through high school) enrolled in a special day class will be absent for an extended period of time based on a physician's recommendation (i.e. health, surgery, etc.) the student's teacher shall continue to provide educational support for up to two visits of up to sixty (60) minutes instructional time by the unit member per semester per student. The timing, duration and location of the visits will be determined by the unit member, administrator or his/her designee and the parent/guardian. A para-educator will be available to accompany the unit member during such visits. If the educational support is provided outside of the unit member's established workday by the student's teacher, the student's teacher shall be provided per diem pay.
- 24.6 The Employer shall provide two (2) breaks of not less than ten (10) minutes in length for all Unit Members except in emergencies.
- 24.7 Unit Member shall receive a duty free lunch period of not less than thirty (30) consecutive minutes.
- 24.8 No Unit Member shall be required to extend his/her work year.
  - 24.8.1 Unit Members upon mutual consent of the Superintendent or the Division Director of Human Resources may extend their work year at per diem rate for all days/hours worked.
- 24.9 If a site administrator or his/her designee requires a Unit Member to serve as a substitute during the unit member's prep period, the Unit Member shall be paid their hourly rate (based on per diem) for this substitute service.
- 24.10 When all Alternative Education Independent Study teachers at a site are full with a caseload not exceeding 30 students, all Alternative Education teachers at that site may be offered, and assigned based on seniority, up to five (5) additional

independent Study students. These additional Independent Study students will not exceed five (5) students, no more than two (2) students per day, and additional students will be seen outside of the teacher's regular six (6) hour workday. Teachers will be paid hourly curriculum rate per student, for these additional students

#### YEAR-ROUND SCHOOL

##### 24.11 Work Year/Day

24.11.1 Unit Members assigned to schools on year round schedule shall have the same work year and workday as the students assigned to them.

24.11.2 In addition, the two (2) teacher preparation days referred to in section 24.2 shall be provided to Unit Members on a year-round schedule. These days, which year-round Unit Members may take either as full days or in half-day increments, shall be scheduled with mutual agreement of the Unit Member and the supervisor.

24.11.3 Unit Members off-track shall not be required to attend in-services or county meetings.

24.11.4 Unit Members assigned self-contained classes may request a specific track for the Unit Member and his/her students. Whenever practicable, the Employer shall honor the Unit Member's request. If denied, the Unit Member may request the reason(s) for the denial in writing.

24.11.5 Unit Members without self-contained classes who are assigned to year round school(s) shall work with the supervisor to select a mutually agreed upon schedule.

24.11.6 Unit Members working split assignments which include year round school(s) and traditional schools shall work an adjusted schedule based upon the following formula.

24.11.6.1 To determine the adjusted schedule the following formula shall be used:

1. The Unit Member and manager shall determine the percentage of each scheduled workday which conforms with year round assignment and the percentage of each scheduled workday which conforms with traditional schedule for a representative work week. Workdays shall include morning, afternoon and lunch breaks in the total

number of hours worked. The Unit Member shall align these breaks with the appropriate site to which he/she is assigned (i.e., if Susan Doe is at a “traditional” site at lunch time, the lunchbreak minutes shall be included in the total number of minutes worked at the traditional site for the given day).

EXAMPLE: Monday – Starting time 8:00 and Ending time 2:30 (390 min.) Susan Doe arrives at year round site at 8:00 and works until 9:00 (60 minutes). Susan leaves this site and travels 20 minutes to next work site which is traditional (She now has 80 minutes – 60 minutes plus 20 minutes – of her workday that falls under Year Round Schedule). Susan arrives at traditional site at 9:20, takes 10 minute break ‘til 9:30, works from 9:30 to 11:30 (120 minutes) and has site-based 40 minute lunch break from 11:30 until 12:10 and then travels for 20 minutes to her next site (She has 190 minutes aligned to a traditional schedule-10 minute break plus 120 minutes instruction plus 40 minutes lunch plus 20 minutes travel). Susan arrives at next site which is year round at 12:30. She works from 12:30 to 1:30 (60 minutes), takes a 10 minute break from 1:30 until 1:40 and then works until end of school day at 2:30 (50 minutes) (She now has another 120 minutes of year round schedule – 60 minutes plus 10 minutes plus 50 minutes). For this day, Susan Doe has accumulated 200 minutes of year round schedule or 51% ( $200/390 = 51\%$ ) and 190 minutes of traditional year schedule ( $190/390 = 49\%$ ).

2. The Unit Member and manager shall total the percentages for the number of workdays during the week which conform to year round and which conform to traditional schedules.

3. The Unit Member and manager shall divide the totals in each category by the number of workdays scheduled per week.
4. The Unit Member and manager shall multiply the percentage of time conforming to year round schedule times 176 days (e.g.,  $.50 \times 176 = 88$ ) and the number of days conforming to traditional schedule times 182 days (e.g.,  $.50 \times 182 = 91$ ).
5. The Unit Member and manager shall add up to the two products (e.g.,  $88 + 91 = 179$ ) and this sum shall be the Unit Members scheduled number of workdays. Partial days of .49 or less shall be rounded down to zero. Partial days of .50 or more shall be rounded up to one full day.
6. The total number of workdays established by this formula shall include two (2) days, or parts thereof, for the purposes of teacher preparation as referred to in section 24.2 and 24.11.2 of this article.

<u>EXAMPLE</u>	<u>YEAR ROUND</u>	<u>TRADITIONAL</u>
Susan Doe's Work Week:		
Monday (6 hrs./360 min.)	04 % (15 min.)	96 % (345 min.)
Tuesday (6.5 hrs./390 min.)	62 % (240 min.)	38 % (150 min.)
Wednesday (5.75 hrs./345 min.)	00 % (0 min.)	100 % (345 min.)
Thursday (6.25 hrs./375 min.)	80 % (300 min.)	20 % (75 min.)
Friday (6 hrs./350 min.)	+ <u>100 %</u> (360 min.)	+ <u>00 %</u> (00 min.)
	246 % / 5 = 49.2 %	254 % / 5 = 50.8 %
	176 X .492 = 86.59 days	182 X .508 = 92.46 days
	86.59 + 92.46 = 179 scheduled workdays (.05 would round down to 0)	

<u>EXAMPLE</u> John Doe's Work Week:	<u>YEAR ROUND</u>	<u>TRADITIONAL</u>
Monday (5.5 hrs./330 min.)	36 % (120 min.)	64 % (210 min.)
Tuesday (6.25 hrs./375 min.)	100 % (375 min.)	00 % (00 min.)
Wednesday (6 hrs./360 min.)	50 % (180 min.)	50 % (180 min.)
Thursday (5.75 hrs./345 min.)	13 % (45 min.)	87 % (300 min.)
Friday	+ ____ %	+ ____ %
	199 % / 4 = 49.75 %	201 % / 4 = 50.25 %
Because John only works four (4) days per week, the established work year totals have been adjusted to reflect a reduced schedule (4 X .20 = .80)		
176 X .80 = 140.8 182 X .80 = 145.6	140.8 X .4975 = 70.05 days	145.6 X .5025 = 73.16 days
	70.05 + 73.16 = 143.21 = 143 scheduled workdays (.21 would round down to 0)	

#### 24.12 Year Round Teachers Requests for Transfers:

24.12.1 Unit Members not wishing a year round assignment shall have first consideration for any county openings for which they are qualified by credential.

24.12.2 Whenever possible, Unit Members shall not be involuntarily transferred from a Traditional assignment to a year round assignment.

24.13 Unit Members on Year Round School shall not be deprived of any benefits provided by this contract or county policy by virtue of assignment to a year round school. Possible benefits include, but are not limited to, opportunity to serve as mentors or on county committees, professional growth conferences, or any leaves delineated in this agreement. In addition, year round school Unit Members shall not be disenfranchised in any county elections, surveys, job announcements or questionnaires.

24.14 All students assigned as part of a Unit Member's caseload shall be counted for class size purposes regardless of what track the students are assigned. During periods of disproportionate caseload increase or decrease, the Employer and Unit Member shall devise a mutually agreed upon schedule.

## EXTENDED YEAR

24.15 Certificated Unit Members working outside their credentials extended year will be paid thirty five dollars (\$35.00) an hour. Unit members working under their credential shall be paid as provided by Articles 24.16 and 24.17. The work hours for extended year teachers assigned as special day class teachers will be thirty (30) minutes longer than the student instructional time. For example, if the student day is four (4) hours, the extended year teacher's workday will be four and one-half (4 ½) hours. This provision does not apply to alternative school teachers in the independent study program, who shall be paid for the actual instructional time only; however, Independent Study teachers shall not be asked to supervise students when the instructional day has ended.

24.15.1 County Unit Members shall be offered all Extended Year jobs before these jobs are offered to outside Unit Members.

24.15.2 County Unit Members shall be offered Extended Year employment based upon length of service with the Stanislaus County Office of Education.

24.15.3 Unit Members rendering full-time service during each Extended Year session will accrue hours of sick leave equivalent to the number of hours in the Unit Member's extended year workday<sup>i</sup>. For example, a Unit Member working less than full-time service will accrue half of the Unit Member's extended workday hours or for every 30 hours of work, earn one accrued hour of sick leave, whichever is greater. If the Unit Member does not use these sick hours during the Extended Year, the unused sick leave hours will accrue. The Unit Member may use up to one (1) extended year day of paid sick leave during Extended Year. For purposes of Extended School Year leaves beyond the accrued time shall be unpaid and may include Bereavement, unexpected Military leave, Jury Duty and industrial accident. Upon return to ESY assignment the Unit Member will continue to receive per diem rate.

24.15.4 Unit Members who teach extended year shall be paid an hourly rate based on the instructional day plus thirty (30) minutes beyond the instructional day. This provision does not apply to alternative school teachers in the independent study program, who shall be paid for the actual instructional time only; however, Independent Study teachers

shall not be asked to supervise students when the instructional day has ended.

24.16 SDC/DIS teachers who work for the full extended school year schedule shall be paid their per diem rate if the following conditions are met:

24.16.1 Either:

24.16.1.1 The Unit Member must continue to work in the same class/caseload with the same students at their regular school year. In cases where there are not enough students attending to fill all classes and students are blended to create fewer classes, the assignment shall be offered to teachers in order of how many students they have in the blended class, with the teacher having the most students being offered the position first, or,

24.16.1.2 The Unit Member is hired by SCSS to teach an extended year class for which they are appropriately credentialed and experienced with the applicable student population.

24.16.2 The Unit Member must work the full extended school year or be unable to complete the extended school year due to circumstances beyond their control.

24.16.3 No job sharing occurs.

24.16.4 DIS services have to be required by the student's IEP.

24.16.5 For the Extended School Year, Alternative Education teachers shall not be assigned an initial caseload greater than 35 students. If, enrollment in any ESY Alternative Education Teacher's caseload is greater than 32 students at the end of the 2<sup>nd</sup> week of instruction, caseloads shall be rearranged to ensure that no teacher will have a caseload exceeding 32 students. Alternative Education teachers' workdays for ESY will directly correlate with their caseloads.

24.17 Alternative Education:

24.17.1 Certificated Unit Members working extended year will be paid the hourly per diem rate which is specified in the Column C step 3 cell of the SACP salary schedule. For calculation purposes, 1 student = 1 hour/week.

24.17.2 The Unit Member must work the full-extended school year or be unable to complete the extended school year due to circumstances delineated in Article 24.14.3.

24.17.3 Regular Unit Members assigned to work the extended school year will be paid at the rate specified above as long as the Unit Member holds the appropriate credential for the assignment. If the Unit Member does not hold the appropriate credential they shall be paid thirty five dollars (\$35.00) an hour.

24.17.4 No job sharing occurs.

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<sup>i</sup> Unit members working more than one session shall receive a maximum of one sick leave day a session.

## ARTICLE 25

### **SALARY SCHEDULE**

- 25.1 New Unit Members hired on or after July 1, 2005 with one (1) or more years of certificated experience may be granted a maximum of eleven (11) years' credit on the salary schedule, and new Unit Members hired on or after July 1, 2016 with one or more years of certificated experience may be granted year for year credit on the salary schedule. Initial placement on the salary schedule shall be made by the Superintendent or his/her designee with certificated experience being granted on the basis of one step for each year of verified prior certificated experience as set forth above. Beginning with the 2000-2001 school year, the parties agree that the term "verified prior certificated experience" shall include experience teaching in a private school if the Unit Member was credentialed while engaged in such teaching. Nurses hired during or after the 2000-2001 school year shall receive one year of credit for every two years of prior nursing experience in a public health facility or hospital. Nurses hired on or after July 1, 2005 shall receive one year of credit for each year of verified certificated experience up to a maximum of eleven (11) years. Nurses hired on or after July 1, 2016 shall receive one year of credit for each year of verified certificated experience or prior registered nursing experience. Full unit value shall be given for relevant college credit (post Bachelor's degree, upper division or graduate units) which is approved by the County Superintendent and completed at accredited colleges or universities after the receipt of the Bachelor's Degree (or equivalent). All units shall be verified with official transcripts, and the Unit Member shall be placed at the appropriate step and column for the initial year.
- 25.2 After initial placement, a Unit Member shall move down one (1) step per year of service. Unit Members shall work at least seventy-five (75) percent of the work year to receive annual step movement for that year (this is equivalent to one hundred thirty-six [136] workdays). New Unit Members hired after the start of the school year, will be notified as to whether they will be able to meet this requirement.
- 25.2.1 Regular part-time Unit Members who accumulate the equivalent of one

hundred thirty-six (136) days of service during any two (2) consecutive fiscal years shall be allowed to move vertically on the salary schedule at the beginning of the third (3rd) year.

- 25.3 Unit Members shall move from one (1) unit column to the next, provided that official transcripts, or official documents from the institution if official transcripts are unavailable, from an accredited college or university, grade card, or affidavit supporting the claimed number of units earned are presented to the Employer on or before September 1. Official transcripts shall be submitted by October 1 or the credit for the units will not be granted until the following year.

25.3.1 In special circumstances, the requirement for units being from an accredited college or university may be waived by prior approval of the immediate supervisor and the Superintendent or designee, provided that the course is related to the Unit Member's teaching assignment.

- 25.4 Continuing Education Units:

25.4.1 School Nurses shall be entitled to receive two (2) units of credit toward the next unit column on the salary schedule for successful completion of each thirty (30) hours of B.R.N. (Board of Registered Nursing) continuing education hours required to keep a current and valid California Registered Nursing License. This provision shall apply to all hours earned after July 1, 1992.

25.4.2 Effective July 1, 1998, Unit Members shall be entitled to receive one (1) unit of credit toward the next unit column on the salary schedule for successful completion of each fifteen (15) hours of continuing education units (C.E.U.'s) which are specifically related to the Unit Member's field of work and which have been approved in advance by the Unit Member's immediate supervisor. No credit for movement on the salary schedule shall be given for C.E.U.'s taken on release time or conference days or for C.E.U.'s which are not related to the Unit Member's field of work. (See Section 19.9.) A Unit Member may earn credit for C.E.U.'s taken at a conference attended on the Unit Member's own time for which conference fees are paid by the Employer provided the Unit Member pays for the cost of the unit(s).

- 25.5 Except in extenuating circumstances, all courses shall have prior approval of the

immediate supervisor and Superintendent or his/her designee. Unit Members enrolled in credential programs need submit only a general listing of courses that will comprise the credential program for prior approval. Reason for denial shall be provided in writing if requested by the Unit Member.

25.6 A teaching credential or the appropriate authorization necessary to hold the position is required for placement in Columns A, B, C, and D of the salary schedule. A preliminary or clear credential for the assignment is necessary for placement in Column E or F. A Unit Member with an emergency credential or waiver must complete six (6) semester units per year to be considered for re-employment or to make a vertical move on the salary schedule.

25.7 All Unit Members who serve less than full-time shall receive salary in direct proportion to the percentage of time worked by a full-time Unit Member.

25.8 Longevity steps are:

Column D	Step 17 and 20
Column E	Steps 19, 22, 25 and 28
Column F	Steps 19, 22, 25, 28 and 31

To qualify for longevity, the Unit Member shall have been credited and/or served at least that number of years in the County Office service OR shall have served at least three (3) years on the last regular step of Columns D or E or combination of Columns D, E, or F. Step placement on the salary schedule represents years of service credited and/or served.

For example, a Unit Member who has been on Column D, Step 17 for three (3) years and who acquires 60 units would be moved to Column E, Step 20. A Unit Member who has been on Column E, step 22 for two (2) years who acquires seventy-five (75) units will be moved to Column F, Step 24. That Unit Member would have one (1) more year to serve before moving to Step 25. A Unit Member who has been on Column D, Step 17 for two (2) years and Column E, Step 19 for one (1) year and who acquires seventy-five (75) units will be moved to Column F, Step 20.

This application of longevity placement shall be effective July 1, 2004.

25.9 Effective July 1, 2019, One Thousand Five Hundred Dollars (\$1500) shall be added to the salary for each Unit Member holding a Master's Degree. Unit Members shall provide written verification of completion of the Master's Degree whether it be by test or thesis from the university on or before September 1.

Official transcripts verifying completion of the Master's Degree shall be submitted by October 1 or the credit for the Master's Degree will not be granted until the following year.

- 25.10 When the Employer decides to establish a stipend position (e.g. head teacher) the Employer will post the position, describing the responsibilities and the amount of the stipend. The notice will be posted at the site, department or within the credential classification, whichever is applicable. The notice shall be posted for seven (7) days, and Unit Members who meet any stated qualifications and who apply in writing shall be interviewed. The employer may discontinue any stipend position after the posted term.
- 25.11 SCOE shall provide a \$1000 annual stipend for SLPs, Audiologists, and Assistive Technology Specialists holding ASHA certification ("eligible holders") who maintain and provide annual verification of ASHA Certification. Beginning in the fall of 2008, eligible holders who provide proof of ASHA certification before September 1, 2008 shall receive a \$500 stipend in the October 31<sup>st</sup> payroll. Thereafter, all eligible holders who provide proof of ASHA certification prior to March 1<sup>st</sup> of each year shall receive a \$500 stipend in the March 31<sup>st</sup> payroll and the subsequent October 31<sup>st</sup> payroll, provided they are still employed by SCOE. Thereafter, all eligible holders new to SCOE shall show proof of ASHA certification to SCOE by September 1 of each year to be eligible to receive the October 31<sup>st</sup> stipend payment. SDL teachers are not eligible for this stipend.
- 25.12 SCOE shall provide a \$1,000.00 annual stipend for those Nurses holding a Nurse Practitioners (Advanced Practice) Certification License and working in an assignment in which the license is used to provide health physicals (eligible holders). By September 1<sup>st</sup> of each year eligible holders will provide proof of a Nurse Practitioners License in order to receive the stipend.

## ARTICLE 26

### **MILEAGE**

- 26.1 All Unit Members who are required to provide their own transportation in any aspect of their work assignment shall be reimbursed for mileage at the rate adopted by the Stanislaus County Office of Education.
- 26.2 Unit Members shall receive mileage reimbursement based on assignment. The assignment shall be established at the beginning of the school year and can change only if the Unit Member moves to a new assignment and/or site during the school year.
- 26.2.1 Non-Itinerant Unit Members assigned to a single site will be paid for work-related miles between an established beginning work site with an ending work site which may or may not fluctuate (e.g. Special Day Class Teachers, Community School, etc.). Unit Members must log any qualified mileage.
- a. Mileage claims submitted apply to all work related miles driven between a beginning and an ending "work site". Beginning and ending sites do not include the Unit Member's home (e.g. miles driven between home and a beginning or ending site should not be included in a mileage reimbursement claim).
- 26.2.2 Itinerant Unit Members assigned to more than one site per day.
- Unit Members shall be paid for work related miles between beginning and ending work sites that may or may not fluctuate daily. (see 26.3).
- a. Itinerant "Primary Worksite" shall be mutually agreed upon between unit member and manager based on caseload assignment and prior to first mileage submission of the school year. If caseload assignment changes during the school year, unit member and manager may meet to discuss new "primary worksite."
- 26.3 Unit Members may claim reimbursable mileage using one of the following: (1) log reimbursable mileage during the second full month of their scheduled work year and the remaining months shall be based on this mileage specified in this article or (2) log mileage daily throughout the school year.
- 26.4 Unit Members shall be granted a monthly mileage reimbursement based on the actual job related miles traveled in each month. Mileage shall be logged and

- reported to the Employer by the fifth (5th) of the following month. Reimbursement shall occur within one (1) month's time.
- 26.5 Mileage payments shall be separate from the Unit Member's monthly salary payment.
- 26.6 Unit Members shall not receive mileage reimbursement for entire days they do not work.
- 26.7 When Unit Members on occasion drive to an alternative work location for work related reasons such as seminars, trainings, workshops, meetings or other reasons, the unit member shall be paid for mileage based on the mileage from their SCOE assigned work site or their point of origin, whichever is closer.
- .

## ARTICLE 27

### **MANAGEMENT RIGHTS**

- 27.1 The Employer retains all rights, powers, and duties vested in him by law except as explicitly modified and/or limited by the terms of this Agreement.
- 27.2 The Employer further retains the right to manage, direct, and supervise the activities of his Unit Members except as explicitly modified and/or limited by the terms of this Agreement.

## ARTICLE 28

### **SEPARABILITY AND SAVINGS**

- 28.1 If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held to be contrary to law by a final court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 28.2 If either the Employer or the Association requests reconsideration of any provision held to be invalid by this Article, the negotiations on said invalid provisions shall be reopened within ten (10) working days of receipt of notice of such final court decision or change in operation of law.

## **APPENDIX A**

Unit Members in the following classifications are included in the bargaining unit:

- I. Adapted Physical Education
- II. Alternative Education
  - Alternative Education – Agriculture
  - Alternative Education – Stanislaus Military Academy (SMA)/Tactical Character Academy (TCA)
  - Alternative Education – Independent Study/Community School/Career Technical Education
  - Alternative Education – Reading Language Arts Intervention
- III. Assessment and Orientation Counselor
- IV. Assistive Technology Specialist
- V. Audiologist
- VI. Counselor
- VII. Deaf and Hard of Hearing
- VIII. Emotionally Disturbed
- IX. Full Inclusion Teacher
- X. Full Inclusion Teacher – Deaf and Hard of Hearing
- XI. Full Inclusion Teacher - Physically Handicapped
- XII. Full Inclusion Teacher – Visually Impaired and Mobility
- XIII. Infant Toddler/Early Start Teacher
- XIV. Learning Handicapped
- XV. Naturalist
- XVI. Physically Handicapped
- XVII. Resource Specialist
- XVIII. School Nurse
- XIX. Speech and Language Pathologist
- XX. Severe Disorder of Language
- XXI. Severely Handicapped

ROP Instructor (separate classification – no Roman numeral).

Definitions:

Regular permanent:

A Unit Member under individual contract with the County Superintendent of Schools, who has been granted tenure.

Regular probationary:

A Unit Member under individual contract with the County Superintendent of Schools, who has not been granted tenure.

Full-time:

A Unit Member whose assigned daily hours are such that the Unit Member would receive the annual salary appropriate to the Unit Member's training and experience, according to the County Superintendent of Schools' salary schedule, if the Unit Member was to work every working day of the year applicable to his job assignment.

Part-time:

A Unit Member who is assigned at least the equivalent of one workday per week.

Itinerant:

Any Unit Member who may be or is assigned to two or more different locations.

## **APPENDIX B**

Exclusions from the Certificated Unit by Classification:

Confidential Unit Members

Consultants

Substitutes

Management Employees, including but not limited to Superintendent, Assistant

Superintendent, Administrative Assistant, Principal, Vice Principal and

Supervisory Personnel

Non-certificated

Program Specialists

School Psychologists

Part-time Unit Members other than those defined in Appendix A.

**APPENDIX C  
SACP GRIEVANCE FORM**

**LEVEL ONE**

1A. Date: \_\_\_\_\_ 1B. Filed by: \_\_\_\_\_

2. Name of Grievant (Individual or Association): \_\_\_\_\_

3. Assignment (If Applicable): \_\_\_\_\_

4. Date grievance occurred (Must be submitted within 15 days after the alleged violation): \_\_\_\_\_

5. Description of Grievance: \_\_\_\_\_

A. Circumstances giving rise to the alleged grievance: \_\_\_\_\_

B. Article(s) of the contract allegedly violated: \_\_\_\_\_

C. Remedy sought: \_\_\_\_\_

6. Date grievance received by Supervisor allegedly in violation of contract: \_\_\_\_\_

7. Date of conference (Within 10 days of No. 6 above): \_\_\_\_\_

8. Supervisor's decision (Within 15 days of conference): \_\_\_\_\_

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

9. Date Supervisor's decision received by Grievant: \_\_\_\_\_

10. Grievant's response to Supervisor's decision: Accept ☐ Will Appeal Decision to LEVEL TWO ☐

Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C  
SACP GRIEVANCE FORM**

**LEVEL TWO**

1. Grievant's appeal of Supervisor's decision: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Date of appeal to Superintendent/Designee (Within 15 days of LEVEL ONE, No. 8): \_\_\_\_\_
3. Date of receipt of appeal to Superintendent/Designee: \_\_\_\_\_
4. Date of meeting with Grievant (Within 8 days of LEVEL TWO, No. 3): \_\_\_\_\_
5. Superintendent's/Designee's decision (Within 15 days of LEVEL TWO, No. 4): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Superintendent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_
6. Date Superintendent's decision received by Grievant: \_\_\_\_\_
7. Grievant's response to Superintendent's decision: Accept ☐ Will Appeal Decision to LEVEL THREE ☐
- Grievant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL THREE**

1. Grievant's appeal of Superintendent's decision to the Association: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Date of appeal (Within 15 days of LEVEL TWO, No. 6: \_\_\_\_\_
3. Date of receipt of Grievant's appeal by the Association: \_\_\_\_\_
4. Association's decision relating to the Grievant's LEVEL THREE Appeal (Within 15 days of receipt of Grievant's appeal):  
  
The Association supports presenting this grievance to the Superintendent for mediation and becomes the designated grievant ☐  
  
The Association does not support presenting this grievance to the Superintendent for mediation and the decision at LEVEL TWO shall stand ☐  
  
Signature – Association President: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX C  
SACP GRIEVANCE FORM**

**LEVEL THREE (Continued)**

5. Date Association's decision received by the Stanislaus County Superintendent of Schools: \_\_\_\_\_

6. Date the Superintendent will notify the State Mediation and Conciliation Service and request a mediator  
(Within 15 days of LEVEL THREE, No. 5): \_\_\_\_\_

7. Date(s) of Mediation: \_\_\_\_\_

8. Date Mediation completed: \_\_\_\_\_

9. Association's response to Mediation (within 15 days of LEVEL THREE, No. 8):

Accept ☐

Will Appeal to LEVEL FOUR ☐

Signature – Association President: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL FOUR**

1. Date the Association provides written notice to the Superintendent of its intent to submit the grievance for  
Binding Arbitration (Within 15 days of the completion of Mediation):  
\_\_\_\_\_

2. Date Association's request for Binding Arbitration received by Superintendent: \_\_\_\_\_

3. Arbitrator's final and binding decision.

Level One Distribution: Original – Supervisor  
Level Two Distribution: Original – Superintendent/Designee  
Level Three Distribution: Original – Superintendent  
Level Four Distribution: Original – Association

Copies to: Superintendent & Grievant  
Copies to: Superintendent & Grievant  
Copies to: Supervisor, Grievant & Association  
Copies to: Arbitrator & Superintendent

BT/jt 2012

## APPENDIX D

### TEACHER LOG OF PERSONNEL FILE CONTENTS

Item No.	Description of Items	Copy Given	Date of Item	Teacher Initial	Witness Initial
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					

Article IX, Paragraph 8, Personnel Files

## APPENDIX E

### CERTIFICATED VACANCY REQUEST FORM

- ☐ **TRANSFER REQUEST:** A change *from one Roman Numeral classification to another* as listed in Appendix A by an Employee who possesses an appropriate credential
- ☐ **REASSIGNMENT REQUEST:** Movement from one work assignment to another *within the same Roman Numeral classification* in Appendix A of Stanislaus Association of Certificated Personnel shall constitute a reassignment (see back).

Name \_\_\_\_\_ Social Security #: \_\_\_\_\_  
Address \_\_\_\_\_ Home Phone: \_\_\_\_\_  
City, State, Zip \_\_\_\_\_ Work Phone: \_\_\_\_\_

**Present Assignment:**

Position Classification: \_\_\_\_\_ Location \_\_\_\_\_

**Posted Vacancy:**

Position Classification: \_\_\_\_\_ Location \_\_\_\_\_

Reasons for request (optional)

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

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

Supervisor's Signature \_\_\_\_\_

1. Fill out request form. Indicate transfer or reassignment.
2. A current updated SCOE application, recent resume and other appropriate documentation may be attached.
3. It is the responsibility of the applicant to verify that materials included with the application are correct.
4. Deadlines for the application process must be observed.

## APPENDIX F

### ADDITIONAL PAID WORK DAY NOTIFICATION FOR ROOM CLOSURE

(Notification must be submitted two weeks in advance)

Name \_\_\_\_\_ Date \_\_\_\_\_

Job Title: \_\_\_\_\_ RSP Teacher  
\_\_\_\_\_ SDC Teacher

Worksite: \_\_\_\_\_

This is my official notification of my intent to work one additional day with pay on \_\_\_\_\_  
for the purpose of: \_\_\_\_\_ Date

---

---

---

---

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date Received

Note: This additional work day is considered to be an additional assignment. **A Cycle 2 Authorization is necessary to process this personnel action. A timesheet completed by the Employee is necessary for payment.**

WHITE-Human Resources

YELLOW-Supervisor

PINK-Employee

BT:ls  
Revised 5/11/95

P-129

## APPENDIX G



Tom Changnon, Superintendent

1100 H Street • Modesto, CA 95354 • (209) 238-1600 • FAX (209) 238-4226

### Request for Approval of Coursework for Salary Credit

Date: \_\_\_\_\_ Employee ID#: \_\_\_\_\_

Employee Name (please print): \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Work Location: \_\_\_\_\_ Route #: \_\_\_\_\_

*All courses for salary increment credit shall have **PRIOR APPROVAL** of the immediate supervisor and Superintendent or designee. Employees enrolled in credential programs need submit only a general list of courses that will comprise the credential program for prior approval.*

Request is made for approval of the following course(s):

NAME OF ACCREDITED UNIVERSITY/COLLEGE	COURSE #:	COURSE TITLE:	WHEN WILL THE COURSEWORK BE COMPLETED? LIST QUARTER OR SEMESTER AND YEAR (For example: Fall 2014).	UNITS

Immediate Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Superintendent or Designee: \_\_\_\_\_ Date: \_\_\_\_\_

#### **INSTRUCTIONS:**

Employee completes form and submits to immediate supervisor for approval. All copies of form are then submitted to Human Resources for Superintendent/designee approval. Human Resources will return yellow copy to employee after approval has been obtained.

Upon completion of coursework, an OFFICIAL transcript is required by the Human Resources Office for salary increment credit. Official transcripts shall be submitted by October 1<sup>st</sup> of each year or the credit for the units will not be granted until the following year. Please refer to the SACP contract for applicable article.

Distribution: Original – Human Resources    Yellow – Returned to Employee

## APPENDIX H



**Tom Changnon, Superintendent**

1100 H Street • Modesto, CA 95354 • (209) 238-1600 • FAX (209) 238-4226

### Continuing Education Units (CEU) Record Summary

Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_ Job Title: \_\_\_\_\_ Supervisor: \_\_\_\_\_  
 Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Indicate hours worked each day: M \_\_\_\_\_ T \_\_\_\_\_ W \_\_\_\_\_ TH \_\_\_\_\_ F \_\_\_\_\_

Continuing education units (CEU) will be converted to units for advancement on the salary schedule at the rate of 15 hours of CEU's = 1 semester credit. CEU's must be approved in advance and verified by a certificate or transcript when submitted for conversion. See article sections on reverse side. Supervisor's approval is required *prior* to activity. Employee obtains pre-approval from Supervisor and submits the form to Human Resources upon *completion* of activities.

#### PRE-APPROVAL

Description of CEU's, Activity/Workshop/Conference. **LIST EACH ACTIVITY SEPARATELY, for activities that are more than one day list each day as a separate activity. USE AN ADDITIONAL FORM IF NECESSARY.** Attach brochure or flyer for each activity.

NAME OF ACTIVITY	DATE OF ACTIVITY	TIME OF ACTIVITY	WAS THIS DURING YOUR REGULAR WORKDAY?	ACTIVITY COMPLETED	SUPERVISORS APPROVAL
EXAMPLE: ABC CONFERENCE	MAY 2, 2014	8:00 AM TO 4:00 PM	YES OR NO	YES OR NO	SIGNATURE REQUIRED

#### VERIFICATION OF COMPLETION

Upon Completion, attach Certification/Official Transcripts for each activity completed and a copy of your work calendar. Forms are due in Human Resources by September 1<sup>st</sup>. Certificates and/or Official Transcripts are due in Human Resources by October 1<sup>st</sup> for salary credit for that school year. I certify the above information is accurate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution: WHITE: Human Resources YELLOW: Supervisor PINK: Employee

Ab 4/14

## APPENDIX I

### EVALUATION OF CERTIFICATED EMPLOYEE (SACP)

[Print This Form](#)[Clear This Form](#)

#### General/Alternative Education Teacher

##### Certificated Employee Evaluation

Observation Method

##### SUMMATIVE EVALUATION

Employee Name:	Academic Year: Select Year
Evaluator's Name:	Evaluation Date:
<b>Rating Scale</b>	
Satisfactory (S)	Meets professional standards
Needs Improvement* (NI)	Partially meet professional standards
Unsatisfactory* (U)	Does not meet professional standards
* If the Evaluatee receives an unsatisfactory or needs improvement summative evaluation, a written copy of the proposed teacher assistance plan and the rubrics shall be attached to the Summative Evaluation Report	
1. Engaging and supporting all students in learning. Summative comments:	Select Rating
2. Creating and maintaining effective environments for student learning. Summative comments:	Select Rating

**General/Alternative Education Teacher - Summative Evaluation (Page Two)**

<b>3. Understanding and organizing subject matter for student learning.</b> Summative comments:	Select Rating
<b>4. Planning instruction and designing learning experiences for all students.</b> Summative comments:	Select Rating
<b>5. Assessing student learning.</b> Summative comments:	Select Rating

*\*Summative comments may include commendations and recommendations.*

**The overall rating is based on evaluatee's cumulative percentage score derived from the standards-based rubrics. (Rating scale must be attached.)**

☐ **S= Satisfactory (71% or higher)**
☐ **NI= Needs Improvement (51%-70%)**

☐ **U= Unsatisfactory (0%-50%)**

<b>POST OBSERVATION CONFERENCE</b>	
I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.	
<input type="checkbox"/> Evaluatee with Satisfactory summative evaluation requests that Observation Reports be attached.	
EVALUATEE'S SIGNATURE _____	DATE _____
EVALUATOR'S SIGNATURE _____	DATE _____

**Distribution:**      Evaluatee      Evaluator      Personnel File

Revised 5/2/2014 sd

## **APPENDIX J**

### **Planning Procedures for DIS Assignments/Reassignments**

**June 13, 2001**

Regarding the process for scheduling assignments/reassignments for each ensuing school year:

1. The manager should assume the role of the facilitator of the process for establishing the schedule of assignments.
2. The manager and staff will make every effort to group assignments to reduce, if possible, “wind shield time” by grouping the itinerant assignments geographically as appropriate. Assignments will be mapped to determine geographic areas. If at all possible, requests for reassignments should be honored, especially if a person has been on an assignment for three (3) or more years. If only one employee wishes to make a change, the individual may: (1) take an open assignment, (2) voluntarily trade all or part of his/her assignment with another staff person.
3. Managers will share information available when an itinerant Unit Member is requested to be changed by a district. Reasons why a Unit Member is not asked back will be shared with the employee on a professional basis. Before a manager agrees to move a Unit Member from a site, he/she should facilitate the issues that have precipitated the request.
4. Once assignments are made, every effort should be made to maintain them.
5. If two Unit Members are willing to exchange assignments, and the manager agrees, this can be done during the year. If student population shifts or new classes are added during the year, the itinerant staff will meet with the manager and determine how the changes will be addressed through assignment adjustments.
6. When two Unit Members want the same site and all expertise is equal, then contract provisions should be followed (Article 10.8.3). An extenuating circumstance, such as a district not desiring to have a Unit Member working there, may change this however.

If any district contacts a supervisor with a complaint and a request for a teacher change, the supervisor will do the following:

- a. Meet with the Unit Member to share the district complaint and receive feedback,
  - b. Schedule a meeting with a district representative and the Unit Member to look at possible solutions, and
  - c. If the district is still dissatisfied after these steps have been taken to resolve the issue, the Unit Member assignment may be changed.
7. When someone doesn't want a reassignment, the contract explains the steps to follow (Article 10.3)

8. In January, a form will be sent to the itinerant Unit Members to gain information about the present assignment. Have there been changes in the district (increase/decrease in school enrollment)? Number of referrals, number on caseload, number of schools? If adjustments in time allotments need to be made, the manager will have this information by the end of February. Itinerants will be sent a form by the third week in March to get their requests for the next year.
9. District and county manager input and requests will be obtained prior to the final assignment being made. A letter will be sent to the districts and county managers to get feedback on DIS services by February 1. They will be asked for a response by March 1. District requests that come in after assignments are made may be honored the following year.
10. Itinerants will be asked to participate in two meetings to discuss tentative assignments for the next year. Tentative schedules will be sent out prior to the meeting.

The first meeting, held by March 31, will be informational for both the supervisor and staff. The supervisor will let DIS staff know of any program additions, deletions or changes.

The second meeting, to be held by April 30, will be facilitated by the supervisor. The focus of this meeting will be to give staff an opportunity to identify the part of their assignment they would like to relinquish (if any).

Staff members should bring in 3x5 cards identifying their existing assignments. There should be a card from each school site which lists the following: All programs supported on site, number of students served in each, age of students and school schedule (year round or traditional), and geographic area/location.

The supervisor will facilitate a process that begins with any staff member throwing onto the table all of the school/programs that they would no longer wish to serve.

At this point, staff will be able to replenish their assignments by choosing from the pile of cards discarded earlier. The order of choice will be made on the basis of DIS staff seniority with SCOE and on the basis of geographic area of their current assignment. Beginning at the top of the seniority list and moving downward, each Unit Member will pick one school/program assignment from the available pool (pile of cards). This process will repeat until all cards have been selected and each staff person has a schedule that is complete and equitable. It is the responsibility of the supervisor to ensure that each teacher picks up his/her share of the assignments.

Every effort should be made during this process to have DIS staff members work within the same geographic area as well as have just one staff member attend any particular school site.

The supervisor's facilitation of this process is critical to ensure a smooth meeting, collaborative environment and equitable outcome.

The end result of this process will be the development of a tentative schedule for each staff member. Minor changes may occur before the beginning of the new school year due to staff/program changes. Staff members will be notified of all changes as soon as managers become aware of them.

## APPENDIX O

### STANISLAUS COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA) STANDARDS

Stanislaus SELPA PROGRAM STANDARDS	STAFF RATIOS T=TEACHER A=CLASSROOM AIDE							
Program		Infant	Pre-formal	Primary	Inter	Jr High	High School	Adult Transition
<u>SDC Non Severe</u>								
SDC-NS-LH	1 FTE T/1 FTE A		12	12	14	16	18	
SDC-NS-CH-SDL	1 FTE T/1 FTE A		11	12	14			
<u>SDC Severe</u>								
INFANT(Early Start)		16						
SDC-AUTISM	Preformal-Primary 1 FTE T/6 FTE A Inter./Jr. High 1 FTE T/5 FTE A		8	8	9	10		
SDC-SH	1 FTE T/2 FTE A		12	12	12	14	14	14
SDC-SH-DEAF	1 FTE T/2 FTE A		8	8	10	10	12	
SDC-SH-ED	1 FTE T/2 FTE A			10	12	14	15	
SDC-SH-MH	1 FTE T/2 FTE A		8	8	10	10	10	
SDC-SH-BEHAVIOR	1 FTE T/1 FTE A			9	9	9	9	9
SDC-SH-LIFE SKILLS	1 FTE T/1 FTE A							12
<u>RSP</u>								
*RSP Pre-formal and School- Age		n/a	28	28	28	28	28	n/a
		Infant	Pre-formal	Primary	Inter	Jr High	High School	Adult Transition
<u>DIS</u>								
DIS AUTISM INCLUSION	1 FTE T			24	24	24	24	
DIS DEAF AND HH	1 FTE T	16	16	16	16	16	16	
DIS MOBILITY INST	1 FTE T	16	16	16	16	16	16	
DIS APE	1 FTE T	45	45	60	60	60	60	60
DIS PH INCLUSION	1 FTE T		16	16	16	16	16	
DIS SH INCLUSION	1 FTE T		16	16	16	16	16	
DIS READINESS	1 FTE T		40					
*DIS SPEECH	1 FTE T	40	55	55	55	55	55	
DIS VISION HANDICAP	1 FTE T	16	16	16	16	16	16	16
DIS VOCATIONAL ED.	1 FTE T						20	20
DIS ASSISTIVE TECH	1 FTE T		16	16	16	16	16	16
DIS ED INCLUSION				45	45	45	45	45
DIS OCCUPATIONAL	1 FTE OT		50	50	50	50	50	50

NOTES: Must be reviewed annually or when circumstances change.

Standards are best practices not class maximums.

\*State Maximum

Approved: 3/26/04

Revised: 11/10/12

## APPENDIX P

### POTENTIAL CLASS LIST/CASELOAD ACCOMMODATIONS

- Provide another support staff person for the program
- Shift population (students) to equalize CL/CS
- Provide release time for teachers to allow for demands of testing, report writing, training, etc. (i.e. hire a sub)
- Creative scheduling (EI preformal)
  - A. Split sessions
  - B. Alternating days of student attendance (M/W, T/Th)
- Selectively timing placements
  - A. Students qualifying after March 30 not placed until subsequent school year
  - B. Monitor student exit from program(s) to align with entry of new student(s) into program(s)
- Provide additional dollars to a teacher's program budget for program overage (not to exceed the dollar amount allowed using the formula below)

#### **Formula**

(program budget divided by program standard times the excess class size/caseload)

#### **Example**

DIS SLP with a caseload of 48

Actual Caseload            48

Program Standard        -40

Overage                      8

Possible additional dollars would be determined as indicated below:

#### **Program Budget**

\$                                      X 8 = maximum additional dollars  
40

- Hire a new teacher (could mean new class, team teaching if acceptable to current teacher, etc.)
- Start a new class

- Hire a part time staff to support teacher/program
- Reassign support staff with needed skills
- Provide additional paid time for teacher to train new teaching staff or support staff
- Caseload management (determine which students might be able to be served by other staff, other methods or other providers)
- Offer extra paid hours to support staff with needed skills when necessary

### **Itinerant Caseload Accounting**

- **Assistive Technology, PH Inclusion, VH (plus Orientation/Mobility), Speech, DHH Inclusion and Adaptive PE**

.25	Consult - light-less than 30 minutes a month
.50	Support - 30-90 minutes a month
1.0	Inclusion/Direct – 90-240 minutes a month
1.5	Inclusion/Direct – over 240 minutes a month

**SACP Certificated Annual Salary Schedule – A**  
**Effective July 1, 2023 (+ 2%)**  
184 Workdays

COLUMN	A	B	C	D	E	F
	BA	15	30	45	60	75
STEP						
1	53,636	56,311	58,993	61,670	64,362	66,841
2	56,311	58,993	61,670	64,362	66,841	69,720
3	58,993	61,670	64,362	66,841	69,720	72,392
4	61,670	64,362	66,841	69,720	72,392	75,085
5	64,362	66,841	69,720	72,392	75,085	77,764
6	66,841	69,720	72,392	75,085	77,764	80,449
7	69,720	72,392	75,085	77,764	80,449	83,124
8	72,392	75,085	77,764	80,449	83,124	85,814
9	75,085	77,764	80,449	83,124	85,814	88,493
10	77,764	80,449	83,124	85,814	88,493	91,169
11			85,814	88,493	91,169	93,851
12				91,169	93,851	96,880
13				93,851	96,880	99,210
14				96,880	99,210	101,897
15				96,880	101,897	104,580
16				96,880	104,580	107,254
17				101,206	104,580	107,254
18				101,206	104,580	107,254
19				101,206	109,411	112,217
20				103,734	109,411	112,217
21					109,411	112,217
22					112,217	114,953
23					112,217	114,953
24					112,217	114,953
25					115,026	117,826
26					115,026	117,826
27					115,026	117,826
28					117,903	120,770
29						120,770
30						120,770
31						123,790

Special Education Stipend \$1500 to unit members under various classifications  
Master's Stipend \$1500

**SACP Annual Salary Schedule – B**  
**Effective July 1, 2023 (+ 2%)**  
184 Workdays

COLUMN	AA
	NO BA
STEP	
1	51,081
2	53,636
3	56,311
4	58,993
5	61,670
6	64,362
7	66,841
8	69,720
9	72,392
10	75,085

**SACP Certificated Annual Salary Schedule - C**  
**Naturalist**  
**Effective July 1, 2023 (+2%)**  
177 Days

GRADE	A	B	C	D	E	F
(COLUMN)	B.A.	+15	+30	+45	+60	+75
STEP						
1	53,658	56,337	59,018			
2	56,337	59,018	61,699			
3	59,018	61,699	64,391			
4	61,699	64,391	66,869			
5	64,391	66,869	69,751			
6	66,869	69,751				
7	69,751					

Master's Stipend \$1500

**Certificated Salary Schedule D - Annual Pay**  
**202 Days**  
**Effective July 1, 2023 (+2%)**

GRADE (COLUMN)	A B.A.	B +15	C +30	D +45	E +60	F +75
STEP						
1	57,025	59,869	62,718	65,565	68,424	71,063
2	59,869	62,718	65,565	68,424	71,063	74,123
3	62,718	65,565	68,424	71,063	74,123	76,965
4	65,565	68,424	71,063	74,123	76,965	79,830
5	68,424	71,063	74,123	76,965	79,830	82,676
6	71,063	74,123	76,965	79,830	82,676	85,530
7	74,123	76,965	79,830	82,676	85,530	88,374
8	76,965	79,830	82,676	85,530	88,374	91,232
9	79,830	82,676	85,530	88,374	91,232	94,082
10	82,676	85,530	88,374	91,232	94,082	96,927
11			91,232	94,082	96,927	99,784
12				96,927	99,784	102,998
13				99,784	102,998	105,476
14				102,998	105,476	108,336
15				102,998	108,336	111,184
16				102,998	111,184	114,031
17				107,598	111,184	114,031
18				107,598	111,184	114,031
19				107,598	116,327	119,308
20				110,286	116,327	119,308
21					116,327	119,308
22					119,308	122,212
23					119,308	122,212
24					119,308	122,212
25					122,291	125,264
26					122,291	125,264
27					122,291	125,264
28					125,349	128,397
29						128,397
30						128,397
31						131,604

Master's Stipend \$1500.00 Work Year: 202 days

**Side Letter Agreement  
Between  
Stanislaus County Office of Education (hereinafter referred to as "SCOE")  
and  
Stanislaus Association of Certificated Personnel (hereinafter referred to as "SACP")**

WHEREAS, the Parties desire to modify certain provisions of the existing Articles of Agreement (Contract) between SCOE and SACP, which would normally require negotiations;

WHEREAS, the Parties recognize the need for prompt action to address specific items and have mutually agreed to make modifications outside of formal negotiations;

NOW, THEREFORE, the Parties agree as follows:

1. With the closure of Valley College High School (VCHS), effective June 30, 2023, all information pertaining to VCHS to be purged from the Contract.
2. Update the SACP Certificated Annual Salary Schedule – A to reflect the 2% increase negotiated in 2022 while removing the MA columns. MA stipend of \$1,500 is noted at the bottom of the Schedule (Attached).
3. Correct grammar on Appendix A (attached).

Both SCOE and SACP acknowledge and agree that the modifications outlined above shall be considered an extension of the existing Contract. This Side Letter shall remain in effect until the expiration of the Contract unless otherwise stated herein.

The Parties further agree to work collaboratively to ensure the proper implementation and compliance with the modified terms. Any future negotiations shall not be affected by the modifications made under this Side Letter, and the terms of the existing Contract shall apply to all other provisions.

SCOE and SACP representatives shall sign below to indicate their agreement to the modifications outlined in this Side Letter.

**For Stanislaus County Office of Education:**



\_\_\_\_\_  
Scott Kuykendall, Superintendent

6/16/23

\_\_\_\_\_  
Date

**For Stanislaus Association of Certificated Personnel:**

*Rebecca Roope-Oliveira*

\_\_\_\_\_  
Rebecca Roope Oliveira, SACP President

6/16/23

\_\_\_\_\_  
Date

**SACP Certificated Annual Salary Schedule – A**  
**Effective July 1, 2023 (+ 2%)**  
184 Workdays

COLUMN	A	B	C	D	E	F
	BA	15	30	45	60	75
STEP						
1	53,636	56,311	58,993	61,670	64,362	66,841
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5	64,362	66,841	69,720	72,392	75,085	77,764
6	66,841	69,720	72,392	75,085	77,764	80,449
7	69,720	72,392	75,085	77,764	80,449	83,124
8	72,392	75,085	77,764	80,449	83,124	85,814
9	75,085	77,764	80,449	83,124	85,814	88,493
10	77,764	80,449	83,124	85,814	88,493	91,169
11			85,814	88,493	91,169	93,851
12				91,169	93,851	96,880
13				93,851	96,880	99,210
14				96,880	99,210	101,897
15				96,880	101,897	104,580
16				96,880	104,580	107,254
17				101,206	104,580	107,254
18				101,206	104,580	107,254
19				101,206	109,411	112,217
20				103,734	109,411	112,217
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26					115,026	117,826
27					115,026	117,826
28					117,903	120,770
29						120,770
30						120,770
31						123,790

Special Education Stipend \$1500 to unit members under various classifications  
Master's Stipend \$1500

## APPENDIX A

Unit Members in the following classifications are included in the bargaining unit:

- I. Adapted Physical Education
- II. Alternative Education
  - Alternative Education – Agriculture
  - Alternative Education – Stanislaus Military Academy (SMA)/Tactical Character Academy (TCA)
  - Alternative Education – Independent Study/Community School/Career Technical Education
  - Alternative Education – Reading Language Arts Intervention
- III. Assessment and Orientation Counselor
- IV. Assistive Technology Specialist
- V. Audiologist
- VI. Counselor
- VII. Deaf and Hard of Hearing
- VIII. Emotionally Disturbed
- IX. Full Inclusion Teacher
- X. Full Inclusion Teacher – Deaf and Hard of Hearing
- XI. Full Inclusion Teacher - Physically Handicapped
- XII. Full Inclusion Teacher – Visually Impaired and Mobility
- XIII. Infant Toddler/Early Start Teacher
- XIV. Learning Handicapped
- XV. Naturalist
- XVI. Physically Handicapped
- XVII. Resource Specialist
- XVIII. School Nurse
- XIX. Speech and Language Pathologist
- XX. Severe Disorder of Language
- XXI. Severely Handicapped

ROP Instructor (separate classification – no Roman numeral).

## APPENDIX P

### STIPENDS AND HOURLY PAY RATES

<u>STIPEND POSITIONS</u>	<u>ANNUAL STIPEND</u>
Alternative Education – Agriculture	\$8,000 (inherent to position)
*Coach, Project Success	14,000
*Educational Options Technology Coach	2,500
*Instructional Coach	2,000
*Lead Naturalist	3,000
*Lead Nurse	4,000
Site Support Provider	1,000
*Teacher in Charge	4,000
Master's Stipend	1,500

<u>ADDITIONAL ASSIGNMENTS</u>	<u>HOURLY RATE</u>
Curriculum Development	\$35.00
*Extended Year Teacher – Alt Ed	Column C Step 3
*Extended Year SDC/DIS Teacher	Per Diem (See 24.15)
*Extended Year Teacher – External	35.00
Home and Hospital Teacher	35.00
Lead Support Provider	25.00
Non-curriculum Rate	30.00
Staff Development Presenter (Internal)	45.00

First presentation: (Pay 1 hour prep time for each 1 hour of presentation)

Second time: (Pay ½ hour of prep time for each 1 hour of presentation)

Third time: No payment for prep time.

\*Posted

MEMORANDUM OF UNDERSTANDING

BETWEEN

STANISLAUS COUNTY OFFICE OF EDUCATION

AND

STANISLAUS ASSOCIATION OF CERTIFICATED

PERSONNEL

RE: SPECIAL ED TRANSFER/REASSIGNMENT PROCEDURE FOR 2015-2016

SCOE will implement the following transfer/reassignment procedure;

1. Within seven (7) days of March 15, 2016, SCSS shall schedule a Vacancy Meeting and distribute to all Special Ed Unit Members via email notice of the pending Vacancy Meeting where all known vacant positions to be delineated. Unit members shall be provided five (5) working days notice of this meeting. This meeting shall be mandatory for all Unit Members interested in applying for one of the listed vacancies. At the meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the Vacancy Meeting, indicating in ranked order, up to three (3) positions that they are interested in being reassigned for the 2016-2017 school year.
2. Following receipt of the Reassignment Request forms, SCSS will make assignments for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3
3. Within ten (10) working days of this Vacancy meeting, SCSS shall schedule a Second Vacancy Meeting where all subsequent or resulting vacant positions to be filled are delineated. Unit Members shall be provided five (5) working days notice of this meeting. This second meeting shall be mandatory for all Unit Members interested in applying for one of the listed vacancies. At

the meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the meeting, indicating in ranked order, up to three (3) positions that they are interested in being reassigned for the following year.

4. Following receipt of the Reassignment Request forms at the Second Vacancy Meeting, SCSS will make assignment for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3.
5. If a position subsequently becomes vacant, SCSS will follow the vacancy positing procedure set forth in Article 10.8(b) and 10.8.2.
6. Unit Members are limited to a maximum of two (2) Unit Member initiated reassignments in the same school year for which they were granted.
7. Any vacancies occurring after this process has been completed will be posted both internally and externally, and will be filled pursuant to the procedures set forth in Article 10.8.1 through 10.8.9.

This agreement will sunset July 31, 2016, but may be reviewed thru the negotiation process.

For SCOE: Tom Changnon  
2.3.16 Date

For SACP: Kathie Hazens 1/26/16  
Date

\_\_\_\_\_  
Date

# MEMORANDUM OF UNDERSTANDING

BETWEEN

STANISLAUS COUNTY OFFICE OF EDUCATION

AND

STANISLAUS ASSOCIATION OF CERTIFICATED

PERSONNEL

RE: ALT ED TRANSFER/REASSIGNMENT PROCEDURE FOR 2015-2016

SCOE will implement the following transfer/reassignment procedure;

1. Within seven (7) days of March 15, 2016, SCSS shall schedule a Vacancy Meeting and distribute to all Alt Ed Unit Members via email notice of the pending Vacancy Meeting where all known vacant positions to be delineated. Unit members shall be provided five (5) working days notice of this meeting. This meeting shall be mandatory for all Unit Members interested in applying for one of the listed vacancies. At the meeting, which shall be held at the regularly scheduled staff meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the Vacancy Meeting, indicating in ranked order, up to three (3) positions that they are interested in being reassigned for the 2016-2017 school year.
2. Following receipt of the Reassignment Request forms, SCSS will make assignments for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3
3. Within ten (10) working days of this Vacancy meeting, SCSS shall schedule a Second Vacancy Meeting where all subsequent or resulting vacant positions to be filled are delineated. Unit Members shall be provided five (5) working days notice of this meeting. This second meeting shall be mandatory for all Unit

Members interested in applying for one of the listed vacancies. At the meeting, which shall be held at the regularly scheduled staff meeting, SCSS will review and provide information regarding the open vacancies. If a Unit Member is interested in being reassigned for the succeeding year to one or more of these vacancies, they are required to complete a Reassignment Request form and submit it at the meeting, indicating in ranked order, up to three (3) positions that they are interested in being reassigned for the following year.

4. Following receipt of the Reassignment Request forms at the Second Vacancy Meeting, SCSS will make assignment for the succeeding year based on the requests pursuant to the criteria set forth in Article 10.8.3.
5. If a position subsequently becomes vacant, SCSS will follow the vacancy positing procedure set forth in Article 10.8(b) and 10.8.2.
6. Unit Members are limited to a maximum of two (2) Unit Member initiated reassignments in the same school year for which they were granted.
7. Any vacancies occurring after this process has been completed will be posted both internally and externally, and will be filled pursuant to the procedures set forth in Article 10.8.1 through 10.8.9.

This agreement will sunset July 31, 2016, but may be reviewed thru the negotiation process.

For SCOE: Tom Changnon  
2.3.16 Date

For SACP: Kerith Hargis 1/26/16  
Date

\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STANISLAUS COUNTY OFFICE OF EDUCATION**  
**AND SACP**

**Re: SACP Unit Members having more than one Administrator**

**Definitions:**

1. Primary Administrator: The administrator to whom a Unit Member is assigned to work for the greatest portion of his/her traditional work year. In cases wherein a Unit Member's time is divided equally between two or more Administrators, the Division Administrator shall make the selection of the Primary Administrator.
2. Primary Evaluator: The Unit Member's Primary Administrator.
3. Work Year: A traditional work year as outlined under Articles 24.1 through 24.1.3 of the collective bargaining agreement.

The following guidelines shall apply to SACP Unit Members who are assigned to work under more than one administrator during a traditional school year:

1. The Unit Member shall submit a calendar to each of his/her Administrators that clearly defines the days of service being provided to that Administrator during the traditional school year. The Unit Member shall not be obligated to provide service to programs operated by his/her Administrators on days not denoted on his/her calendar.
2. The Unit Member shall be evaluated by the Administrator to whom he/she is assigned, by calendar, to work the greatest portion of the traditional school year. In cases wherein a Unit Member's time is divided equally between two or more Administrators, the Division Administrator shall make the selection of the Primary Administrator.
3. Transfer and/or Reassignment issues shall be handled by the Unit Member's Primary Administrator and shall comply with the standards of practice outlined in Article 10 of the Collective Bargaining Agreement.
4. A Unit Member assigned to work for two or more Administrators shall be provided a yearly program budget from each Administrator. The budget shall reflect the percentage of time worked for each Administrator times the yearly budget amount provided to other Unit Members assigned to equivalent programs managed by each Administrator.

Example:

Kathi Doe works 60% of the year as a Resource Specialist and 40% of the year as a Speech Pathologist. Her budget for her Resource Specialist Assignment would be 60% of the dollar amount currently provided all other Resource Specialists and her budget for her Speech Pathologist assignment would be 40% of the dollar amount currently provided all other Speech Pathologists.

Signed:	<u>Tom Changnon</u>	Date:	<u>8-20-07</u>
	SCOE		
Signed:	<u>Kathi Higgins</u>	Date:	<u>5/29/07</u>
	SACP		
Signed:	<u>[Signature]</u>	Date:	<u>5/29/07</u>
	SACP		