

Collective Bargaining Agreement

between

ASSOCIATION OF SONOMA COUNTY
OFFICE OF EDUCATION CTA/NEA

and

SUPERINTENDENT OF
SCHOOLS/SONOMA COUNTY OFFICE OF
EDUCATION

July 1, 2022 – June 30, 2025

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ARTICLE I

AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Sonoma County Office of Education, Superintendent of Schools (“County Office” or “SCOE”) and the Association of Sonoma County Office of Education/CTA/NEA (“ASCOE” or “Association”), an employee organization.
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).
- 1.3 This Agreement shall remain in full force and effect from the date of the agreement through June 30, 2025.
- 1.4 Unless otherwise noted all forms referenced in this agreement are available on the SCOE website (www.scoe.org) or at the appropriate department office.
- 1.5 Any agreed-upon Memoranda of Understanding that alter this agreement will be posted on the SCOE website in a timely manner, it is the section labeled [HR Links, Documents and Contracts](#).

ARTICLE II

RECOGNITION

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

ARTICLE III

DEFINITIONS

- 3.1 “Unit Member” refers to any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
- 3.2 “Board” means the Sonoma County Board of Education.
- 3.3 “Days” means any day during which the Sonoma County Office of Education is open for business or a district which hosts a SCOE class is serving students.
- 3.4 “Negotiable Items” means matters relating to unit member salaries, hours, and other terms and conditions of employment as defined in Government Code 3543.2, and other items as mutually agreed to in this article.
- 3.5 “Negotiate in good faith” means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty of the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided in Section 3543.7 of the Act.
- 3.6 “Paid Leave of Absence” means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits.
- 3.7 “School Day” means the amount of time during which unit members are required to be at school, unless otherwise provided for in this Agreement.
- 3.8 “Immediate Family” means spouse, son, son-in-law, daughter, daughter-in-law, brother, sister or grandchild of the employee and the mother, father, grandmother, grandfather, of the employee or the spouse of the employee, registered domestic partner, or any relative living in the immediate household of the employee, or anyone who, over a period of time, has held the place of such a member. “Friend” means one attached to another by affection or esteem.
- 3.9 “Per Diem” means the unit member’s annual salary divided by the number of days they are required by the County Office to be present at work.
- 3.10 “County Office” means the Superintendent and their staff and includes the County Board when required by law.
- 3.11 “Mail” means standard postal service delivery and non-modifiable, read-only, signed, electronic mail, unless otherwise indicated.
- 3.12 “In writing” means emails transmitted to appropriate SCOE business email addresses or written correspondence that is confirmed as received by the intended recipient.

ARTICLE IV

EMPLOYER RIGHTS

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

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

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

ARTICLE V

NON-DISCRIMINATION

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

ARTICLE VI

NEGOTIATION PROCEDURES

- 6.1 ASCOE shall have the annual right to reopen salary and benefits by giving written notice to SCOE. Additionally, ASCOE and SCOE will have the annual right to re-open two (2) Articles of their individual choice unless it is a contract expiration year in which all Articles are open for negotiations. Negotiations will commence as soon as practicable after the exchange of initial proposals, but not later than March 1. The parties shall use their best efforts to achieve a new agreement by June 30. Either party may utilize the services of outside consultants to assist in negotiation.
- 6.2 The County Office and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 6.3 Negotiations shall take place at mutually agreeable times and places which may include both work and non-work hours.
- 6.4 The Association may designate five (5) representatives who shall receive a sufficient number of hours per week, without loss of compensation or serious disruption to the instructional program to attend negotiations and impasse proceedings.
- 6.5 The County Office shall furnish personnel with the respective salary schedules prior to the first day of school.
- 6.6 Team members will notify their principals as much in advance as possible to inform them of all negotiation dates. Unit members will create absences in the County Office absence management program.
- 6.7 The County Office may designate five (5) representatives to participate and attend the negotiation proceedings.
- 6.8 Tentative Agreements. During negotiations, agreed-upon items shall be reduced to writing and signed prior to the adjournment of the meeting.

ARTICLE VII

PERSONNEL FILES

- 7.1 The County Office shall maintain the unit member's personnel files, electronically and/or in paper format and in cases where necessary, a separate grievance file, at the County Office's central office. Any files not kept at the central office, including those individual files kept by the unit principal or team leader at their office site, shall not be used in any actions or proceedings brought against the unit member by the County Office.
- 7.2 The contents of all Personnel Files shall be kept in the strictest confidence.
- 7.3 Such material is not to include ratings, reports, or records which were (a) obtained prior to the employment of the person, (b) prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- 7.4 The unit member shall have the right to inspect such materials upon request, provided that the request is made at a time outside of the unit member's assigned work day.
- 7.5 Upon written authorization by the unit member, a representative of the Association shall be permitted to examine and/or obtain copies of material in such unit member's Personnel File.
- 7.6 Any letter of recommendation or other materials written for a unit member that the unit member wishes to include in their Personnel File shall be placed in the following manner:
 - 7.6.1 Copies of such materials shall be sent to the unit members who shall initial it if they wish to have it included in their Personnel File.
 - 7.6.2 The unit member shall send a copy to the Department Director, who shall initial it and send it to the Human Resource Department within 10 working days.
 - 7.6.3 The Human Resource Services Director shall notify the unit member in writing within five (5) working days that the material has been placed in their Personnel File.
 - 7.6.4 The total number of such letters or materials entered into the Personnel File at the unit member's request shall not exceed one (1) each year.
- 7.7 The original copy of a unit member's evaluation shall be placed in the unit member's Personnel File upon completion of the evaluation process. The Human Resource Services Department shall notify the unit member in writing that the evaluation documents have been placed in their Personnel File within fifteen (15) business days of receipt.
- 7.8 As provided in Education Code Section 44031:
 - 7.8.1 Information of a derogatory nature shall not be entered or filed in a unit member's Personnel File, until the unit member is given notice and an opportunity to review and comment on the document.
 - 7.8.2 The unit member's written comments shall be included in the file and attached upon request.
 - 7.8.3 The unit member shall be given an opportunity during reasonable business hours and without loss of salary to review such documents and to prepare a written response to such

material.

- 7.9 Derogatory documentation must be placed in the unit member's Personnel File within one (1) month of the date it is written. It must be signed and dated by the originator or the person directing it into the file.

ARTICLE VIII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 8.1 Pursuant to a written dues authorization provided by the Association, the County Office shall deduct a proportional amount of such dues from the regular salary check of the unit member each month for each working month. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 8.2 With respect to all sums deducted by the County Office pursuant to this article, the County Office shall promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, indicating any changes in personnel from the list previously furnished.
- 8.3 The Association agrees to furnish any information needed by the County Office to fulfill the provisions of this Article.
- 8.4 The Association shall indemnify and hold the County Office harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the provisions of this Agreement or its implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County Office prior to making any such decision or determination.
- 8.5 Upon appropriate written authorization from the unit member, the County Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the County Office.
- 8.6 This section does not apply to extended school year, summer school, or supplemental days.
- 8.7 Association Access to Employee Information
- 8.7.1 Within 30 days of hire days of hire, the County Office shall provide the Association President with the following information that the County Office has on file for any newly hired employee:
- a. Name;
 - b. Job title;
 - c. Department;
 - d. Work location;
 - e. Work telephone number;
 - f. Home and personal cellular telephone numbers;
 - g. Personal email address; and
 - h. Home address
- 8.7.2 No later than September 1 of each school year, the County Office shall provide the information in a-h above to the Association President for all unit members.
- 8.7.3 The County Office shall not be required to provide any personal contact information

of an employee to the Association if the employee does not provide such information to the County Office. The County Office is also not required to provide personal contact information if the employee has made a written request to limit such disclosure pursuant to Government Code section 6254.3, or otherwise has an alternatively designated address pursuant to Government Code section 6207.

8.8 Association Access to Employee Orientation

8.8.1 The Association shall have access to employees newly hired into positions within the bargaining unit during the County Office's new employee orientation process as follows:

- a. The Association President or designee shall receive at least ten (10) business days notice in advance of an employee orientation, except that shorter notice may be provided where there is an urgent need for an employee to begin work.
- b. The Association may choose one or both of the following methods of presentation:
 - i. Representatives from the Association will be permitted to meet with a newly hired employee in person during the first or last sixty (60) minutes of the employee orientation. The Association may meet with the newly hired employee during the employee's lunch.
 - ii. In the event the Association is not present in person at the employee orientation, the County Office will play a video clip prepared by the Association not to exceed the allotted time described above for newly hired employees during the employee orientation.

8.8.2 No employee will be forced to participate in the above Association presentation. If an employee declines to participate, the employee will sign or initial a document indicating that the opportunity to participate in the Association orientation was offered but declined. An employee's refusal to participate does not constitute a violation by the County Office of any provision of this section.

8.9 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee set by the association and payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in paragraph 1 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in paragraph 1 of this Article, the Association shall so inform the County Office, and the County Office shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

8.10 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- 8.10.1 American Cancer Society
- 8.10.2 Home Hospice (Sonoma County)
- 8.10.3 American Heart Association
- 8.10.4 A public school program of the Employee's choice

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

- 8.11 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organization, pursuant to paragraph 3 above, shall be made on an annual basis to the Association and County Office as a condition of continued exemption from the provisions of paragraphs 1 and 2 above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year.
- 8.12 Any unit member making payments as set forth in paragraphs 3 and 4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 8.13 With respect to all sums deducted by the County Office pursuant to paragraphs 1 and 2 above, whether for membership dues or agency fee, the County Office agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 8.14 The Association agrees to furnish any information needed by the County Office to fulfill the provisions of paragraph 1 of this Article.
- 8.15 The Association shall indemnify and hold the County Office harmless against all reasonable legal fees, costs, judgments, or settlements incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried, or appealed, but shall consult with the County Office prior to making any such decision or determination.
- 8.16 Upon appropriate written authorization from the unit member, the County Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bond, charitable donations, or any other plans or programs jointly approved by the Association and the County Office.
- 8.17 This article does not apply to extended school year, summer school, or supplemental days.

ARTICLE IX

MAINTENANCE OF BENEFITS

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

ARTICLE X

GRIEVANCES

10.1 DEFINITIONS

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

10.2 PURPOSE

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

10.3 TIME LIMITS

- 10.3.1 If the grievant does not act within any of the following time frames in each level, their right to do so is waived and the grievance is settled. The timelines may however be extended by written mutual agreement.
- 10.3.2 If the County Office fails to respond within any of the following time frames in each level, the grievant may appeal the grievance to the next level.
- 10.3.3 The grievance process must be initiated within twenty (20) days after grievant knows or reasonably could have known of the alleged occurrence or failure to take action which led to the grievance, or the grievant waives any right to grieve that occurrence or failure to act.
- 10.3.4 All time limits may be shortened upon the mutual agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day.
- 10.3.5 Should a grievance be filed near the end of the school year, timelines will continue unless

the grievant has a prior commitment which reasonably precludes the grievant from processing the grievance at that time (summer). The parties shall then agree to new timelines. In establishing the new timelines the parties will consider the nature of the grievance and the effect of delay on the resolution.

10.4 GENERAL PROVISIONS

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

10.5 PROCEDURE

10.5.1 LEVEL I –

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

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

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

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

10.5.2 LEVEL II –

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

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

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

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

10.5.3 LEVEL III –

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

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

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

ARTICLE XI

ASSOCIATION RIGHTS

- 11.1 The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours, when such equipment is not otherwise in use.
- 11.2 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one (1) of which shall be provided in each school building/department in areas frequented by unit members. The Association may use unit member mailboxes for distribution of Association material, but may not use the County Office internal mail distribution system.
- 11.3 Authorized representatives of the Association shall be permitted to transact official Association business on school or similar property at all reasonable times.
- 11.4 Human Resource Services Department shall provide the names and home addresses of all unit members without cost to the Association Leadership no later than September 30 of each school year, unless a unit member specifically requests that such information not be provided.
- 11.5 A complete seniority listing of all unit members in the bargaining unit, with effective dates of employment, shall be furnished to Association members once a year, on or about January 30.
- 11.6 Upon request by the Association, the County Office shall provide copies of information required by EERA and/or subject to public access or direct the Association as to where the information may be obtained. Wherever possible, the documents shall be sent to the Association within ten (10) working days. When this is not possible, the County Office will acknowledge the request, seek clarifications necessary, explain the delay, and provide a timeline for delivery of the information.
- 11.7 Association Leave. Upon request of the Association President or other officers or representatives, the County Office agrees to authorize officers or their designees of the ASCOE Chapter paid release, exclusive of collective bargaining time to attend to union business. Union business includes attending or preparing for grievance meetings, attendance at CTA meetings, Superintendent's Forum, and individual unit member meetings related to contractual issues. The Association will provide the County Office with a list of Association officers or their designees and changes of those positions as they occur. Total paid release time will not exceed ten (10) days, except by mutual agreement. These days may be taken in partial day increments. In order to use such release time, the Association President or other officers or representatives must secure approval in advance from their Supervisor, but such approval shall not be unreasonably denied.

ARTICLE XII

PUBLIC CHARGES

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

- 12.5 The unit member shall have the right to respond in writing to any written statement regarding the complaint and such response shall be attached to the complaint.
- 12.6 If, after investigating the complaint, the administration determines that it is appropriate to document the incident and to have the documentation placed in the unit member's personnel file, the provision of Article VII shall be followed. In this case, reference to the complaint may be included in the member's evaluation.
- 12.7 Contents of an evaluation/public charge report which are derived from an allegedly improper procedure may be challenged/appealed through the grievance procedure of the contract. Those portions of the charge which are successfully challenged through the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 12.8 This Article shall not prohibit the investigation and reporting of criminal allegations.

ARTICLE XIII

TEACHING HOURS

- 13.1 The workday for unit members shall be seven and one half (7 1/2) hours, which includes at least a thirty (30) minute duty free lunch. Adequate assistance must be provided to ensure that unit members will have a thirty (30) minute duty free lunch. The workday shall begin thirty (30) minutes before the student's instructional day, unless by mutual agreement between the unit member and their supervisor. The work day shall end after seven and one half (7 1/2) hours. Unit members shall not be required to have more than six (6) hours per day of student contact time, without compensation at their prorated per diem rate in fifteen (15) minute increments. A unit member who is required to be with students during what would otherwise be their duty-free lunch may leave one-half (1/2) hour early.
- 13.2 The instructional work year of one hundred eighty (180) student and three (3) non-student days is the basis for the annual salary on the salary schedule. Two (2) non-instructional days shall be held prior to the first day of student instruction, with the additional day assigned by administration and indicated on the unit member's calendar, by August 1st.
- 13.3 Special Education and Itinerant Staff
- 13.3.1 Each Itinerant unit member and his or her immediate supervisor shall mutually agree on a calendar and an approved work schedule. The schedule shall provide the locations and times that a member will be working and what services they will render at that location. Work schedules will be amended as changes occur.
- Changes in schedules, which are either long term or affect the beginning or end of the workday, need to be communicated to and approved by the supervisor in advance.
- 13.4 Each unit member shall have the option of taking the equivalent of three (3) paid days off from student contact time for professional visitation with the approval of the unit member's Supervisor and the Department Director.
- 13.5 Unit members are required to attend meetings (such as IEPs, region meetings, job-alike meetings) beyond their scheduled work day. Unit members will not be asked to attend such meetings for more than five (5) hours per month, not to exceed forty (40) hours per year. If these limits are exceeded, by mutual agreement, the unit member will receive hourly per diem rate (fifteen (15) minute intervals).
- 13.6 In addition to the above, unit members will receive the equivalent of eight (8) release days per year for preparation at a work site, with the Supervisor's prior approval.

ARTICLE XIV

LEAVES

14.1 GENERAL PROVISIONS

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

14.2 PAID LEAVES

14.2.1 Personal Necessity

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

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

14.2.1.4.1 Death or serious illness of a member of their immediate family or friend.

14.2.1.4.2 Accident involving their person or property or property of a member of their immediate family or friend.

14.2.2 Sick Leave

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

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

14.2.2.2 The unit member shall inform the Human Resource Services Department and their supervisor of the impending absence as soon as it is practicable.

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

14.2.3 Establishment of Catastrophic Leave Program

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

14.2.3.2 Every unit member with sufficient accumulated leave shall have the opportunity to participate in the annual open enrollment for the Catastrophic Leave Program. Annual Open Enrollment shall take place yearly from August 1 to October 31.

14.2.3.3 Newly hired unit members with sufficient accumulated leave shall have the opportunity to enroll within two (2) weeks of their hire date. Newly hired unit members who do not have sufficient accrued sick leave may reduce their accumulated sick leave to not less than nine (9) days during their first two (2) years of employment so that they can join the program. SCOE will include notification of the open enrollment period in the "new hire packet."

14.2.3.4 New Program Members shall initially deposit two (2) leave days, and will be considered to be active and continuing participants in the program. Thereafter, a contribution of one (1) day shall be required of Members whenever, at the end of the school year, the bank contains less than sixty (60) leave days. A unit member who has less than twenty (20) days of sick leaves shall be exempt from the required donation.

14.2.3.5 Definitions

- 14.2.3.5.1 Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time or that incapacitates an immediate member of the unit member's family.
- 14.2.3.5.2 The catastrophic illness or injury requires the unit member to take time off from work for an extended period of time. Taking extended time off from work will create a financial hardship for the unit member because they have exhausted all of their fully-paid accrued sick leave and other paid time off, with the exception of extended (differential) sick leave. Accordingly, leave shall be used in the following order: (a) accrued fully-paid sick leave, (b) catastrophic leave, and (c) extended/differential sick leave.
- 14.2.3.5.3 Catastrophic leave may also be used for extended bereavement time on account of the death of a spouse, child or parent.

14.2.3.6 Procedure

- 14.2.3.6.1 The unit member who is or whose immediate family member is suffering from a catastrophic illness or injury requests that sick leave be transferred from the leave bank and provides a physician's verification of catastrophic injury or illness and files a Catastrophic Leave Form (available on the SCOE website).
- 14.2.3.6.2 The Superintendent or designee shall review the application and confirm that the employee is unable to work due to verifiable catastrophic illness or injury or their family member's catastrophic illness or injury and that the employee has exhausted all accumulated sick leave.
- 14.2.3.6.2.1 The Superintendent or designee shall inform unit member and the Association of days dispensed from the leave bank made in response to the member's approved request.
- 14.2.3.6.2.2 The maximum number of donated catastrophic leave days that may be used by any unit member will not be more than 60 (sixty) days per academic year.
- 14.2.3.6.2.3 Any catastrophic leave days that were approved but were not used shall be returned to the leave bank that will be monitored by the Human Resource Services Department and an Association designee.
- 14.2.3.6.2.4 In order to ensure the viability of the program, if

at any time, the total number of days in the bank drops below 60 (sixty) days, SCOE will notify ASCOE. A request for donations will go out to unit members from ASCOE to rebuild the bank to a minimum level of sixty (60) days.

- 14.2.3.6.2.5 In the event of catastrophic leave is needed for a unit member who does not qualify because they do not have sufficient days to donate to the program, but who otherwise meet the criteria, a special call by ASCOE for contributions may go out to members to help fulfill the specific need.

14.2.4 Extended Sick Leave

- 14.2.4.1 Pursuant to Education Code Section 44977, when a unit member has exhausted all accumulated sick leave, and continues to be absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of employment, the unit member shall be entitled to their salary minus an amount not to exceed the sum paid to a substitute. The sick leave, including accumulated sick leave, and the five (5) month period shall run consecutively.

14.2.5 Bereavement Leave

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

14.2.6 Sabbatical Leave

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

14.2.7 Commission on Professional Competence

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

14.3 UNPAID LEAVE

14.3.1 Education Leave

- 14.3.1.1 The County Office may grant a unit member an unpaid leave of absence to pursue educational improvement and advancement.
- 14.3.1.2 A unit member may apply, in writing, to the County Office for such leave no later than eight (8) weeks before its anticipated commencement.
- 14.3.1.3 A unit member on an approved Educational Leave shall be entitled to maintain their benefits, at their own cost, while on this unpaid leave.
- 14.3.1.4 Denial of the application by the County Office shall be in writing within ten (10) days of the action.

14.3.2 Extended Leave Prior to Birth Adoption, or Foster Care Placement of a Child

- 14.3.2.1 The County Office may grant, upon written request received at least six (6) weeks prior to the anticipated leave, an unpaid leave of absence to unit members for the birth, adoption, or foster care placement of a child.
- 14.3.2.2 When possible, this leave will be arranged so that its termination date coincides with a natural break in the school program (i.e., semester, quarter).
- 14.3.2.3 This leave is in addition to a qualified unit member's right to Pregnancy Disability Leave and/or California Family Rights Act leave for the purposes of baby bonding. Unit members should contact the Human Resource Services Department to discuss all of their leave rights related to the pregnancy, childbirth or related medical conditions and the birth, adoption, or foster care placement of a child.
- 14.3.2.4 Nothing in this section shall be construed so as to deprive any unit member of additional sick leave rights under other sections of this Agreement or the Policies and Regulations of the County Office.

14.3.3 Long-Term Parental Leave

- 14.3.3.1 The County Office may grant a unit member, upon application, a parental leave of absence. No unit member will be required to take an unpaid leave at any time in connection with childbirth or adoption unless that unit member is determined by a health care provider to be disabled.
- 14.3.3.2 A unit member may apply for an unpaid leave of up to one semester at any time after they become a parent through childbirth, adoption, foster care placement or legal guardianship. Such leave shall be extended by mutual agreement for up to one (1) successive school year.

14.3.4 Family and Medical Leave

- 14.3.4.1 Any qualified bargaining unit member shall be granted, upon application, unpaid Family Care Leave and Medical Leave Act ("FMLA" - Federal) and or California Family Rights Act ("CFRA" - State) leave, of up to twelve (12) work weeks per the defined twelve (12) month period (Fiscal Year) for the reasons set forth in the various statutes. This leave runs concurrently with any applicable paid leave time. These statutes are different and one or both may

apply to a particular situation; when both apply, they will run concurrently.

14.3.4.2 Family and Medical Care Leave may be used for the following reasons:

14.3.4.2.1 Care for one's own serious health condition.

14.3.4.2.2 Care for certain family members' serious health conditions. For purposes of this leave, "parent" means a biological, foster or adoptive parent, a step-parent, or a legal guardian.

14.3.4.2.3 The birth of the unit member's child.

14.3.4.2.4 The placement of a child with the unit member in connection with the unit member's adoption or foster care of the child.

14.3.4.2.5 To bond with a new child.

14.3.4.2.6 The serious illness of the unit member's child. For purposes of this leave, "child" means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis

14.3.4.3 When there is a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the US Armed Forces or to care of a spouse, child, parent or next of kin in the armed services or National Guard who received a serious injury or illness in the line of duty. Leave described in 14.3.4.2.2 may be taken to care for the serious health condition of:

14.3.4.3.1 Family and Medical Leave (FMLA) – Federal: a spouse, parent, child (of any age), minor child or adult child with a disability and incapable of self-care.

14.3.4.3.2 Parent, spouse, registered domestic partner, grandparents, grandchildren, and siblings or child regardless of age or disability or dependency status.

14.3.4.4 Family care leave may be taken in one or more periods but shall not exceed a total of twelve (12) weeks within the defined twelve (12) month period (Fiscal Year), unless a longer leave is agreed upon by the County Office and unit member.

14.3.4.5 During the period of Family Care Leave, to care for an immediate family member, the County Office shall allow the unit member to elect to use more than half (1/2) of their current year's granted sick leave. Unit members may use other paid or unpaid leaves provided in this Article. (See Government Code 12945.2)

14.3.4.6 The unit member shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as if they were actively working.

- 14.3.4.7 The unit member shall retain their employee status with the County Office during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any other employee benefit plan. Unit members who are granted such leave shall be employed in the same or comparable position upon return from Family Care Leave.
- 14.3.4.8 If a unit member's need for family care leave is foreseeable, they shall give the County Office reasonable advance notice. If the leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of school or County Office operations. This scheduling shall be subject to the health care provider's approval.
- 14.3.4.9 A unit member's request for leave to care for an immediate family member who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:
- 14.3.4.9.1 The date on which the serious health condition began.
 - 14.3.4.9.2 The probable duration of the condition.
 - 14.3.4.9.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the person requiring care.
 - 14.3.4.9.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the person requiring care.
- If additional leave is needed when the time estimated by the health care provider expires, the unit member shall provide recertification as specified above.
- 14.3.4.10 The County Office shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any unit member because they exercise the right to Family Care Leave or because they gave information or testimony related to their or another person's Family Care Leave in an inquiry related to family leave rights.
- 14.3.4.11 When Family Care Leave is used for Baby Bonding and/or paid Parental Leave, the County Office shall not be required to grant a unit member and the other parent of the child, who is an employee of SCOE, family care leave to be taken simultaneously.

14.3.5 Long-Term Personal or Professional Leave

- 14.3.5.1 The County Office may grant, upon a written request received eight (8) weeks prior to anticipation of the leave, an unpaid leave of absence for one (1) semester or one (1) year for the unit member.
- 14.3.5.2 Long-Term personal or professional leave may be extended for a second or

subsequent year(s) by mutual agreement between the unit member and the County Office.

14.3.6 Return From Leaves

- 14.3.6.1 Unit members on an approved leave who wish to return earlier than previously authorized must notify the County Office as soon as the earlier date is known to the unit member. An early return is dependent on the express approval of the County Office. Under unusual circumstances, as presented by the unit member, the County Office shall make all reasonable efforts to accommodate the early return of the unit member.
- 14.3.6.2 Unit members returning from paid/unpaid leave shall return to the previous assignment and step and column placement on the Salary Schedule unless transferred or reassigned in accordance with the contract.
- 14.3.6.3 If the unit member wishes to extend their leave or to resign, the unit member must notify the County Office, in writing, at least two weeks in advance and obtain written approval.

ARTICLE XV

WORK ENVIRONMENT

15.1 THE COUNTY OFFICE SHALL PROVIDE:

- 15.1.1 A safe and clean environment with adequate lighting, heating, and ventilation at all work sites and sufficient supplies and equipment.
- 15.1.2 Access to a secure area in which to store IEP or other confidential information regarding their students.
- 15.1.3 Access to a phone which is available during duty hours for professional duties.
- 15.1.4 When delays in the provision of the above are anticipated, time lines will be provided and interim measures as necessary will be implemented.

15.2 SPECIALIZED CARE

The County Office shall provide training and in-service on instructional and physical/medical techniques used in the unit member's employment.

- 15.2.1 Unit members shall not be responsible for performing such special procedures until properly trained and certified by the County Office or other appropriate agency.
- 15.2.2 The County Office is to defend and indemnify all unit members in accordance with Government Code Sections 825 and 995. Those provisions require all public agencies in California to provide for the defense and indemnification of all public employees who are sued over acts or omissions that occur within the course and scope of employment.
- 15.2.3 Unit members may attribute training time to the five (5) hours per week/forty (40) hours per year allocation in Article 13.5 and the 8 preparation days in Article 13.6. Any time in excess of these allocations will be paid at a per diem rate.

15.3 Unit members are required to report in writing any unsafe or unhealthful working conditions or equipment of which they are aware, to the unit member's immediate supervisor who will investigate such conditions. The unit member will be provided a written recommendation in response within five (5) working days.

- 15.3.1 Should the administrative recommendation be considered unsatisfactory to the unit member, the unit member may report the problem in writing to the Human Resource Services Department Director. The Human Resource Services Department Director will forward copies to the County Superintendent and Department Director for response to the unit member within ten (10) working days.

ARTICLE XVI

ASSIGNMENTS / REASSIGNMENTS / RELOCATIONS

16.1 DEFINITIONS

16.1.1 An assignment is a classroom or the caseload distribution for the unit member. An assignment can be voluntary or involuntary.

16.1.2 A transfer is defined as: A voluntary or involuntary change of unit member's then current assignment to another certificated position.

16.1.3 A relocation constitutes a move of a classroom unit member from one site to another site with no change in class assignment of students.

16.1.4 A vacancy is a position that is newly created or opened due to resignation, retirement, termination, non-re-election, reduction in force, transfers, death or a leave of at least one year.

16.2 VACANCY NOTIFICATION

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

16.2.2 If a unit member, displaced due to special education reorganization or reduction in force, can only fill a particular vacancy due to credentialing, SCOE shall not be required to notify current unit members of that vacancy.

16.3 POSTING OF VACANCIES

16.3.1 No later than five (5) days after the Superintendent or designee has approved the filing of a vacancy, the Human Resource Department shall advertise all certificated vacancies to the ASCOE President and all unit members via email. These postings will be distributed no later than five (5) days after the office is aware of such vacancies. The message will contain the following information:

16.3.1.1 A closing date which is at least five (5) days following the posting date.

16.3.1.2 The name of the unit principal where the vacancy is located, age level of the class, site, type of class, name, email and telephone number of the person to contact for further information.

16.3.1.3 Qualifications and credentials necessary to meet the requirements of the position.

16.3.1.4 Whether the position is temporary or permanent.

16.4 ASSIGNMENTS

16.4.1 All unit members employed by the County Office shall have their assignment determined in accordance with law and this agreement.

16.4.2 Assignments shall not be punitive, disciplinary, or discriminatory in nature.

16.4.3 Assignments shall be determined between May 15 and July 25 in accordance with the following

process:

- 16.4.3.1 No later than March 16, the County Office shall send to each unit member an Assignment Request Form for the following school year.
- 16.4.3.2 No later than March 28, each unit member shall file with the Human Resource Department a completed Assignment Request Form for the following year. Assignment Request Forms may be revised by unit members at any time, provided that they date the changes.
- 16.4.3.3 Unit members shall be apprised of all certificated vacancies throughout the year in order to facilitate assignment requests as described in Article 16.3.1.
- 16.4.3.4 No later than June 7, the County Office shall send to each unit member their preliminary assignments, including preliminary classroom site or caseload distribution. The County Office shall also send to the ASCOE President a complete list of the preliminary assignments, sites, and caseloads.
- 16.4.3.5 No later than July 25, the County Office shall provide the ASCOE President a complete list of all unit members' final assignment, including site, enrollment or caseload distribution, and principal's name.
- 16.4.3.6 No later than July 25, the County Office shall send to each unit member their final assignment, including site, enrollment or caseload distribution, and principal's name.
- 16.4.3.7 Between the dates of June 7th and August 30th SCOE will not be required to post openings due to transfers except to those unit members who have been involuntarily transferred (Article 16.6) or unit members whose classrooms have closed in that time period (Article 16.7).
- 16.4.3.8 The County Office will maintain the complete list of assignments and caseload distribution.
- 16.4.3.9 In making assignments of itinerant unit members, the County Office will attempt to minimize travel for first and last site assignments.
- 16.4.3.10 The County Office may hire one full time teacher to serve as a "floating" substitute teacher. The unit member in this position will be used as the first priority for a short-term and/or long-term assignments as a substitute for teachers. The unit member in this position will be available on a daily basis to cover needs for a substitute teacher within the County Office programs; prioritization and/or assignment of alternate work if there is no need for a substitute will be at the discretion of the County Office.

16.5 VOLUNTARY TRANSFER / ASSIGNMENT / REASSIGNMENT / RELOCATION

- 16.5.1 In determining assignments, reassignments and relocations relating to vacancies, the County Office shall consider the educational needs of the County Office, assignment requests, seniority, qualifications, and credentials.
- 16.5.2 If two (2) or more unit members are the only candidates considered for a vacancy and all of the

criteria in the above paragraph 16.5.1 are equal, the unit member with the greatest seniority shall receive said assignment.

- 16.5.3 A reassignment/relocation request shall not be denied arbitrarily, capriciously, without basis in fact, nor be punitive, disciplinary, or discriminatory.
- 16.5.4 If a unit member's request for a voluntary reassignment/relocation is denied, the unit member shall be granted, upon written request, a meeting with the administrator who denied the request. An ASCOE representative has the right to attend this meeting. At the end of the meeting, the unit member may request the reasons for the denial in writing. The administrator's written response must be received by the unit member within ten (10) days from the date of the meeting.

16.6 INVOLUNTARY TRANSFER / ASSIGNMENT / REASSIGNMENT / RELOCATION

- 16.6.1 An involuntary transfer is defined as any transfer initiated by SCOE Administration.
- 16.6.2 The County Office shall seek volunteers prior to making any involuntary transfer / assignment / reassignment / relocation.
- 16.6.3 A unit member who is involuntarily transferred shall have the opportunity to discuss their assignment with the supervisor making said assignment. If the unit member is not satisfied with the outcome of the meeting, within five (5) days, the unit member shall put their concern in writing, and submit it to the department director. The department director shall provide a written response within five (5) days, including justifications for the involuntary transfer. An ASCOE representative has the right to attend this meeting at the request of the unit member.
- 16.6.4 A unit member shall not be involuntarily transferred to a different assignment two (2) successive years without unit member's consent.
- 16.6.5 Given the unique nature of the classes we provide it is recognized that special circumstances (eg. school closures, program transfers) may exist that could cause a teacher to be involuntary transferred in excess of two (2) successive years. Should this occur, the department director will meet and confer with the affected member and/or the bargaining unit to discuss options.

16.7 MID-YEAR CLOSURE

- 16.7.1 A unit member whose class is closed after the first day of instruction will have the right to select a replacement classroom assignment from available assignments for which they have the appropriate credential. SCOE and ASCOE leadership will work collaboratively to find a mutually agreeable solution.

16.8 RELOCATIONS – Voluntary/Involuntary/Mid-Year Closure

- 16.8.1 Unit members shall be provided with up to two (2) days of release time, upon request, prior to the effective date of the relocation for preparation and moving, when the movement occurs during the school year.
- 16.8.2 Each unit member who is relocated shall notify their principal of the possible need for additional outside assistance for the move.
- 16.8.3 Unit members who are relocated at a time when they are not scheduled to work shall be given the opportunity to pack and unpack their materials and supplies, and shall be paid at an hourly per diem rate, up to fifteen (15) hours per move.

16.9 REORGANIZATION OF SONOMA COUNTY OFFICE OF EDUCATION PROGRAMS

16.9.1 SCOE and ASCOE understand that, should there be a reorganization of SCOE programs in the County Office, the requirements of Education Code section 44903.7 shall apply.

16.9.2 Terms

- 16.9.2.1 ASCOE unit members assigned to classes in districts/consortium that have notified the County Office and the SELPA of their intent to run programs will have the right to follow that unit to the receiving district.
- 16.9.2.2 This does not obligate the unit member to follow the class, nor does it deny the unit member their seniority rights as per Education Code.
- 16.9.2.3 The County Office will notify, in writing, the unit members involved and ASCOE within 10 days of receipt of the districts' intent to take back the programs
- 16.9.2.4 ASCOE unit members who choose to remain with SCOE, are afforded all rights regarding Assignments and Transfers as referred to in this article.
- 16.9.2.5 ASCOE unit members who choose to remain with SCOE, are afforded all rights regarding Assignments and Transfers as referred to in this article.
- 16.9.2.6 ASCOE unit members who choose to remain with SCOE, are afforded all rights regarding Assignments and Transfers as referred to in this article.
- 16.9.2.7 ASCOE unit members who choose to remain with SCOE, are afforded all rights regarding Assignments and Transfers as referred to in this article.
- 16.9.2.8 An ASCOE unit member who is laid off by the County Office because of the reorganization of programs in Sonoma County shall have all applicable rights provided by the Education Code and this agreement.

ARTICLE XVII

CERTIFICATED EMPLOYEE EVALUATIONS

17.1 GENERAL PROVISIONS

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

17.1.2 Evaluations of all unit members shall be conducted by department administrator and shall be on a continuing basis scheduled as follows:

Temporary/Probationary – once each school year.

Permanent Status Unit Members – once every other school year.

Those permanent unit members who have been employed ten years with the County Office of Education and whose previous evaluation was satisfactory may be evaluated every five years. Permanent status unit members may be evaluated annually at the discretion of the administrator or at the request of the unit member.

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

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

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

17.1.5 Only the process for evaluations is subject to the grievance procedure set forth in this contract. The contents or substance of the evaluation is not subject to the grievance procedure. Contents of an evaluation which are derived from an alleged improper procedure may be appealed through the grievance procedure of the contract.

17.1.6 While evaluating the unit member's performance, consideration shall be given to such factors as class size, intellectual abilities of the learners, availability of support personnel, the learning environment provided and other pertinent factors.

17.1.7 The evaluation of certificated employee competence pursuant to this section shall not include the use of publisher's norms established by standardized tests. (Education Code Section 44662)

17.2 EVALUATION PROCEDURE

17.2.1 The unit member being evaluated and the evaluator shall meet no later than October 15 to develop:

- 17.2.1.1 Goals to be achieved during the evaluation period.
- 17.2.1.2 A schedule of observations, conferences and final evaluation date which shall occur no later than May 1st. In the event of a disagreement over the goals and/or evaluation schedule, the unit member and the evaluator shall:
 - 17.2.1.2.1 Make a good faith effort to resolve the differences themselves.
 - 17.2.1.2.2 If the disagreement persists, the unit member and evaluator shall meet with the appropriate Department Director who shall make the final decision. A written response, by the unit member, to the decision may be attached to the evaluation within five (5) days of the decision.
- 17.2.2 The observation process shall be conducted in accordance with the following provisions:
 - 17.2.2.1 A minimum of two (2) observations shall be completed during the evaluation period.
 - 17.2.2.2 Each observation shall last at least thirty (30) minutes.
 - 17.2.2.3 The observations shall occur in the unit member's classroom, assigned work site, or alternate sites if applicable.
 - 17.2.2.4 The two (2) observations for the evaluation shall be arranged by the evaluator and the unit member at least twenty-four (24) hours in advance of the observations.
 - 17.2.2.5 Additional observation visits may be made without advance notification of the visit by the unit member to be evaluated.
 - 17.2.2.6 A conference may be held between the evaluator and the unit member after any observation or upon either party's request.
 - 17.2.2.7 The evaluator shall base their evaluation of a unit member through direct observation.
 - 17.2.2.8 Unit members may request additional observations and conferences.
- 17.2.3 Upon completion of the observation, the following shall occur:
 - 17.2.3.1 A conference shall be held within ten (10) unit member work days with the unit member to discuss the first observation and progress on the criteria. Although conferences are not required after any other observations, either the unit member or the evaluator may request a conference, and such shall occur at a mutually agreeable time within ten (10) unit member work days.
 - 17.2.3.2 If, during the course of the evaluation, unsatisfactory performance is noted, the evaluator shall develop a performance improvement plan. The plan shall be initiated on or before March 30 and shall contain the following elements:
 - 17.2.3.2.1 A description of the performance discrepancy.

- 17.2.3.2.2 A description of acceptable performance and criteria.
 - 17.2.3.2.3 A description of the specific assistance/resources to be provided.
 - 17.2.3.2.4 A timeline for improvement, which may extend beyond the final evaluation date and into the next school year.
- 17.2.4 A final evaluation conference between the unit member and the evaluator to discuss the content of the final evaluation form, shall be held no later than May 1st.
 - 17.2.4.1 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through the evaluation process.
 - 17.2.4.2 If the unit member disagrees with the final evaluation they may attach a written response within ten (10) unit member work days.
- 17.3 Article 17, Evaluations, does not apply to extended/summer school.

ARTICLE XVIII

RETIREMENT

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

- 18.1 After ten (10) years of full time satisfactory service with the County Office and attaining the age of fifty-five (55), but not having reached age sixty-five (65), a unit member would become eligible for the following:
- 18.1.1 The County Office shall pay for only the unit member's premium in the County Office's medical insurance plan at the same dollar rate that the County Office was paying when the unit member retired until retiree reaches age sixty-five (65) years of age or until the retiree is covered by another medical insurance plan provided by any other source, whichever (age or coverage) comes first. Such coverage is subject to approval by the insurance carrier. Dependents may remain on the medical plan at no expense to the County Office.
- Retiring employees who have not yet reached age sixty-five (65) and are not eligible for a medical contribution by the County Office due to the fact that the unit member has medical coverage from another source, may elect to receive two hundred dollars (\$200) per month for sixty (60) months or until the retiree reaches age sixty-five (65) whichever occurs first.
- 18.1.2 A retiree, aged sixty-five (65) and over, and their dependents shall not be entitled to paid medical benefits, but may remain a part of the County Office group medical insurance programs provided they pay the costs involved, dependent upon carrier approval.

18.2 **POST-RETIREMENT CONTRACT**

- 18.2.1 After ten (10) years of full time satisfactory service in the County Office and attaining the age of fifty-five (55), but not yet reaching age sixty-five (65), a unit member would become eligible for the Early Retirement/Post Retirement Contract.
- 18.2.2 Certificated individuals must apply for this program by February 15th of the year they wish to retire and must retire on July 1 of the same year.
- 18.2.3 Upon approval by the Superintendent, persons opting for this program would retire and be employed (in addition to their retirement benefits) as an independent contractor of this County Office under conditions listed below.
- 18.2.4 Once electing to participate in the program, a unit member may not request to return to regular employment in the County Office. Also, once a unit member has entered the program, they may not change options or re-enter the service of the County Office.

- 18.2.5 The maximum period for which this agreement shall remain in force is ten (10) years or until age sixty-five (65), whichever comes first and subject to the following conditions:
- 18.2.5.1 The County Office shall pay for the retiree and their spouse's premium in the County Office's medical insurance plan at the same rate provided to active unit members until retiree reaches age sixty-five (65), or until the retiree and his spouse are covered by other medical insurance plans provided by any other source. This one aspect of the Early Retirement Incentive Program (medical insurance) is a legal commitment from the County Office and is subject to termination only at the request of the retiree, death of the retiree, or as mentioned above, other medical insurance provided by any other source.
- 18.2.5.2 Between the ages of fifty-five (55) and sixty-five (65) only, subject to renewal each July 1st at the option of the retiree, the retiree may be employed as an independent contractor subject to the following two (2) conditions:
- 18.2.5.2.1 Employment of twenty (20) days per year, subject to annual renewal.
- 18.2.5.2.2 A salary at least equivalent to twenty (20) days' pay at the daily rate of the salary schedule and step at which the retiree was placed when they retired. The salary will be paid each year at the same daily rate earned by active unit members in the same position. Salary shall not exceed the STRS maximum amount. Salary may be paid in twelve (12) equal payments or in one (1) payment at the option of the retiree.

18.3 **PART-TIME WORK IN ACCORDANCE WITH STRS REDUCED-WORKLOAD PROGRAM EDUCATION CODE SECTION 44922**

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

- 18.3.1 The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
- 18.3.2 The unit member shall have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
- 18.3.3 During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full time in a position requiring certification for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full-time service requirement prescribed by this subdivision.

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

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

ARTICLE XIX

SALARY AND FRINGE BENEFITS

- 19.1 Salary Schedule is provided in Appendix A. Salary changes will be noted on the Salary Schedule for the given year.
- 19.1.1 Effective July 1, 2022, the salary schedule will be increased by 8%.
- 19.1.2 Effective July 1, 2023, the salary schedule will be increased by 8%.
- 19.1.3 Effective July 1, 2024, the salary schedule will be increased by 8%.
- 19.2 County Office will maintain the full cost, for the unit member only, of vision and disability insurance plans through the selected provider. Medical Insurance Coverage shall be available for the unit member, eligible dependents and domestic partners. Plans will be offered through SCOE's selected provider(s).
- 19.2.1 For unit members hired prior to July 1, 2011, the County Office shall pay ninety (90) percent of the health care premium of the eligible plan they choose. The unit member shall pay the remaining balance.
- 19.2.2 For unit members whose first date of effective services is on or after July 1, 2011 the County Office shall pay eighty-five (85) percent of the health care premium of the eligible plan they choose. The unit member shall pay the remaining balance.
- 19.2.3 SCOE will provide an employer-paid \$50,000 life insurance policy for each member and a long-term disability insurance policy.
- 19.2.4 SCOE will send an annual notice of a summary of benefits paid by the employer and those available for purchase for the employee by September 30 of each year. These benefits include, but are not limited to, health, dental and vision insurance, life insurance, disability insurance programs, flexible spending account programs, and employee assistance programs.
- 19.2.5 Two (2) additional plans of Blue Shield coverage are available to all ASCOE members, the WABE (Waiver of the Anchor Bronze Enrollment) and the 2-Tier Anchor Bronze. SCOE will make a contribution towards the premium of either of these plans in the same manner in which SCOE currently contributes to all current Kaiser and Blue Shield Plans.
- 19.2.6 The intent of this agreement is to allow employee contributions paid toward health benefits premiums, if any, be deducted automatically on a pre-tax basis through a monthly salary reduction. To exercise the right to elect to pay for the cost of premiums with post-tax dollars, the appropriate declination form of enrollment, Premium Only Plan (POP) enrollment form, must be on file with Human Resource Services within (31) days prior to the election date.
- Employees hired after August 5, 2020 will have contributions automatically deducted on a pre-tax basis from the participant's monthly payroll, unless the employee has elected to pay for the cost of coverage with post-tax dollars. Such reductions will begin with the first payroll period following the date of enrollment.

- Effective August 2020, existing continuous participants will have a one-time opportunity to change existing pre-tax/post tax election outside of an open enrollment period.
- Annually during the Open Enrollment period for medical coverage, notification to allow participants to change the pre-tax/post-tax election will be distributed to the bargaining unit participants. The election will become effective at the same time other open enrollment changes become effective.

19.3 Election will remain in effect until the next open enrollment period and a subsequent election form is filed; or during a health coverage qualifying event or the employee becomes separated from employment. Dental coverage shall be provided to the unit member and family by SCOE's selected provider. The premium shall be paid by the County Office.

19.4 The County Office will provide an Employee Assistance Program for unit members.

19.5 A unit member (and spouse, if applicable), who retires but who is not eligible for the Early Retirement Incentive (as in Article section 18.1) may, subject to carrier approval, remain part of the County Office group health, dental and vision programs, until age sixty-five (65), provided they pay the cost involved with these terms and conditions. In the event of the unit member's death, their spouse may continue payment of benefits remaining in effect until the age sixty-five (65).

19.6 DURATION OF BENEFITS

19.6.1 Unit members who work a complete school year shall have fringe benefits under the County Office's fringe benefit program effective through the last day of September. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of active employment.

19.6.2 Unit members who terminate their employment prior to the close of the school year, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

19.6.3 Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continue paid coverage under all insurance plans until September 30 of the ensuing school year.

19.6.4 Unit members on all other Board approved unpaid leave of absence shall have the option to continue to purchase County Office insurance coverage, for the period of the leave.

19.6.5 Continuation of Health Benefits after Lay-Off:
Employees actually laid off will receive up to three (3) months health benefits with the County Office advancing the full premium for those employees who are actually laid off. Such payment of premium will terminate if the laid off employee secures other employment which provides health coverage.

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

ARTICLE XX

COURSE CREDIT FOR SALARY SCHEDULE PLACEMENT

- 20.1 Approval for course credit for salary schedule placement shall be granted only if it is directly related to the professional responsibilities of the unit members in their current assignment or under their current credential(s). Before granting approval, the submitted coursework must be university/ college approved for course credit. Movement on the salary schedule shall be approved for university/college courses, correspondence courses, workshops with credits offered by colleges/universities or university extension services. Courses, workshops, and programs, whose presentation span both the work time and the personal time of the unit member are eligible for course credit approval. No approval for course credit shall be granted for auditing any course for which unit credit is offered.
- 20.1.1 Successful student completion of university/college course work is expressed in credits, units, or hours which are equivalent terms. For the purpose of determining course credit for salary schedule placement, all course credit shall be converted into the equivalent of semester credits. One (1) quarter credit equals two-thirds (2/3) of a semester credit.
- 20.1.2 Approved upper division and graduate coursework completed at an accredited college or university are ordinarily used for increment credit on the salary schedule. Exceptions could occur when lower division course credit may be granted, if directly related to the field or special assignment.
- 20.1.3 Approval for course credit for salary schedule placement may be granted for County Office or District sponsored in-service training programs that specify semester unit equivalent and are university/college level courses.
- 20.1.4 Unit members should submit proposed coursework in advance of beginning the coursework in order to determine its value for salary schedule placement. Unit members choosing to submit course credits after or during the course risk not having the credits approved.
- 20.1.5 Procedure: In order to qualify for movement on the salary schedule each unit member shall follow the below procedures:
- 20.1.5.1 By January 15 of each school year, the Human Resource Services Department shall send a notice to all unit members regarding the April 1st deadline for unit members to send to the Human Resource Services Department a letter informing them of their intent to advance on the salary schedule the following year.
- 20.1.5.2 Those unit members requesting salary schedule advancement due to award of a masters or doctorate will notify the Human Resource Services Department in writing with a copy of the degree. Advancement on the salary schedule will occur within 30 days of receipt.
- 20.1.5.3 In order to qualify for course credit for salary schedule placement, the course credit must be submitted to the Human Resource Services Department no later than one (1) year from the time the unit member

completed the coursework. In order for salary advancement to occur, proof of completion must be received by August 1st.

- 20.1.5.4 A yearly stipend of five hundred dollars (\$500) will be paid to teachers who have National Board Certification.

ARTICLE XXI

TRAVEL REIMBURSEMENT

21.1 MILEAGE REIMBURSEMENT

For routine daily travel other than a conference.

21.1.1 If available, a Sonoma County Office of Education car may be used.

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

21.1.3 Travel Reimbursement for All Unit Members

21.1.3.1 All unit members shall be reimbursed for actual mileage driven in performance of the unit member's position duties between the unit member's first work location and the unit member's last work location.

21.1.3.2 At the conclusion of the unit member's scheduled work day, the unit member shall be reimbursed for actual mileage driven in performance of the unit member's position duties from the unit member's last work location to the unit member's first work location. This section is inapplicable when the unit member's last work location is closer to the unit member's residence than the first work location.

21.1.3.3 SCOE reserves the right to reimburse a unit member for travel for official SCOE business in performance of the unit member's position duties from an official SCOE site or the unit member's residence, whichever is closer, as determined by SCOE.

21.2 Travel for Business Purposes

Unit members who incur traveling expenses shall be reimbursed per Superintendent Policy 4709. This includes, but is not limited to, mileage, meals, transportation costs such as plane fare, parking and bridge tolls.

21.3 Miscellaneous

21.3.1 Unit members who use their personal cars for approved field trips, as approved by their principal, or for other necessary duties (such as transporting school materials or attending county-mandated meetings at other sites) shall either (a) be provided a County-owned vehicle, or (b) if the unit member's personal vehicle is used, the County Office will reimburse the unit member at current level of travel reimbursement.

21.3.2 All travel claims shall be submitted at the conclusion of each month and within 30 calendar days of each month to the unit member's immediate supervisor. Both the Department representatives and the Business Office understand the urgency of issuing payment as quickly as possible.

21.3.3 Conference Attendance - The designated conference attendance and/or presentation forms must be completed by the unit member and submitted to their immediate supervisor. The timelines for processing the forms are on the forms.

ARTICLE XXII

EFFECTS OF LAYOFF ON LAID-OFF UNIT MEMBERS

22.1 LAYOFF OF REGULAR EMPLOYEES

22.1.1 Notification of Layoffs

- 22.1.1.1 Prior to the issuance of notices to dismiss unit members, the County Office will notify the Association of all programs and numbers and types of personnel being reduced, including management supervisory personnel.
- 22.1.1.2 County Office agrees to notify the Association of the specific programs being reduced in which unit members shall receive notification immediately following adoption of the resolution to reduce program or lay off unit members due to ADA loss. The notice to lay off shall be sent to the Association at the time of notifying the unit members to be laid off and shall include the names and work locations of the unit members being notified.

22.1.2 Criteria for Determining Layoffs

- 22.1.2.1 County Office and the Association agree that if it is determined that the basis exists to lay off unit members as defined above, then layoffs shall proceed in accordance with Education Code Sections 44949 and 44955.
- 22.1.2.2 Notice shall be given to the least senior unit members in accordance with Education Code Sections 44949 and 44955.
- 22.1.2.3 A unit member shall not be laid off if a less senior unit member has been retained in a position that the more senior unit member is credentialed and competent to fill.
- 22.1.2.4 Seniority is determined by the unit member's first date of paid service in a probationary position.
- 22.1.2.5 Unit members with a common seniority date shall be laid off according to the following seniority criteria rating. The individual with the fewest criteria points has the least seniority.
 - a. Years of experience within a specialized field (previous to employment with the Superintendent) as a full time, credentialed teacher in a teaching assignment in a public or private school preschool – age 22.
 - b. Number of supplementary authorizations. Rating: +1 per supplementary authorization.
 - c. Earned degree beyond the BA/BS level. Rating: +1 per degree

- d. Multiple language skills relevant to District need. Rating: +1 for each language.
- e. Preliminary v. Clear/Life Credentialing Rating: +1 per Preliminary, +2 Clear/Life Credential
- f. National Board Certification. Rating: +1 per certificate
If all factors are equal, the decision will be made by lottery.

22.1.3 Recall Rights

- 22.1.3.1 Laid off unit members of permanent classification shall have first priority for filling any vacancies for which they are credentialed and qualified for up to thirty-nine (39) months following the effective date of their layoff in accordance with Education Code Section 44956. During the period of their preferred right to reappointment, any such unit member shall, in the order of original employment, be offered prior opportunity for substitute service during the absence of any other unit member who has been granted a leave or who is temporarily absent from duty. Substitute service shall not affect the retention of their previous classification and rights.
- 22.1.3.2 A laid off unit member of probationary classification shall have the same recall rights as a permanent laid off unit member, except that their recall rights shall be for twenty-four (24) months following the effective date of their layoff.
- 22.1.3.3 Probationary laid-off unit members shall receive the substitute rate for day-to-day substitute service and their per diem rate for long term substitute service.

22.1.4 Nothing in this Article shall be interpreted to preclude the County Office from implementing a layoff under Education Code Section 44955.5.

22.1.5 Bumping Rights

- 22.1.5.1 Upon layoff, part-time unit members shall not bump into a larger position (F.T.E.) than their current position.
- 22.1.5.2 When on the reemployment list as set forth in Education Code Section 44956 and 44957, formerly part-time unit members may accept a larger position (F.T.E.) in order of seniority provided they are credentialed and competent for the vacant position.
- 22.1.5.3 The County Office of Education shall provide the Association with a seniority list on or about January 30. Individual unit members will be furnished with the most recent seniority update (list) upon request.

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

ARTICLE XXIII

UNIT MEMBER RIGHTS

23.1 PERSONAL

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

23.2 INSTRUCTIONAL ASSISTANTS

- 23.2.1 Whenever possible, unit members shall be given opportunity to participate in the interview process for instructional assistants.
- 23.2.2 The unit member serves as classroom manager in the instructional assistant relationship and in this capacity, delineates the classroom duties of the instructional assistant.
- 23.2.3 The unit member will provide input to the supervising principal regarding the instructional assistant's performance of classroom duties using the appropriate form located on the SCOE website under Human Resource Services forms in conjunction with conversations with the supervisor. Unit member input will not constitute the sole basis of the instructional assistant's evaluation.
- 23.2.4 The unit member input form will be submitted no later than January 1 to allow the evaluating supervisor time to observe and, if necessary develop support for the instructional assistant and/or the unit member.
- 23.2.5 When a concern arises regarding the instructional assistant's performance, the unit member is entitled to a meeting with the supervising principal and the instructional assistant to address the concern and to reach a satisfactory resolution.
- 23.2.6 Should the unit member, principal and instructional assistant be unable to reach a satisfactory conclusion, the matter will be discussed with the director of the appropriate program, who will make a decision.
- 23.2.7 Should any of the parties involved disagree with the decision, they may submit a written statement to that effect to the Superintendent for a final decision.
- 23.2.8 When requested, they will receive training to assist the unit members in the supervisory role in working with instructional assistants.

23.3 STUDENT TEACHERS

- 23.3.1 The unit member will not be assigned a student teacher without the unit member's prior approval.
- 23.3.2 A unit member electing to work with a student teacher will be provided information relevant to:

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

23.3.2.2 Payment from the teaching institution to the supervising unit member.

23.4 BOARD OF EDUCATION POLICIES

County Office Board adopted policies shall be available to the Association and its members. The Association shall be notified of new or amended policies and new resolutions adopted by the County Board at the time of adoption or upon subsequent request by the Association.

23.5 SUPERINTENDENT'S FORUM

23.5.1 There shall be a "Superintendent's Forum," the purpose of which shall be to provide for open communication between the Superintendent and the Association on matters of mutual concern and interest that generally fall outside the area of negotiations.

23.5.2 The County Office agrees that the Superintendent shall hold the Superintendent's Forum at least five (5) times during the work year, or as mutually agreed to between the times during the work year, or as mutually agreed to between the parties. Either party can contribute agenda items.

23.5.3 In addition to the President of the Association, or designee, the Association shall be entitled to send to the Forum up to three (3) additional Association members selected by the President of the Association.

23.5.4 The Superintendent may invite to the Forum any person(s) they so choose.

23.5.5 The Forum shall occur during a unit member's workday at a location selected by the Superintendent. The County Office shall provide substitute coverage, if necessary, to unit members attending the Forum.

ARTICLE XXIV

SHARED CONTRACTS

24.1 PROVISIONS

- 24.1.1 Unit members, full-time as well as part-time, may apply for shared contract, which means two (2) unit members sharing one (1) full-time position, using the appropriate form, which will be available online.
- 24.1.2 Unit members wishing to enter into a shared contract assignment or to renew their shared contract shall file a proposal for a shared contract with the Human Resource Services Department no later than February 15th.
- 24.1.3 The County Office shall have final determination on all issues of a Shared Contract, notifying members in writing of acceptance or denial by March 31st.
- 24.1.4 Upon approval of a shared contract, the County Office shall grant the unpaid leave as set forth in the approved shared contract.
- 24.1.5 Upon request, unit members whose shared contract has been denied may request a meeting to discuss the denial within five working days. An Association representative has the right to attend this meeting at the request of the unit member.
- 24.1.6 Salaries, fringe benefits, sick leave and retirement shall be computed on a FTE basis.
- 24.1.7 Requests for shared contracts must be submitted annually.
- 24.1.8 Unit members will be able to purchase, at their expense, the balance of the fringe benefits costs.
- 24.1.9 Step advancement and notice shall be consistent with Article XX of the contract. When one participant is absent, the other participant may elect to provide substitute services at their daily rate of pay.
- 24.1.10 When the shared contract ends, the unit members return to their most recent FTE.

ARTICLE XXV

DISCIPLINE

- 25.1 No unit member shall be disciplined without just cause, due process and utilization of the principles of progressive discipline.
- 25.2 Discipline for purposes of this article shall mean oral or written reprimands and suspension without pay. The provisions set forth below shall not preclude the County Office from suspending a unit member with or without pay if such provision exists within the Education Code Sections under which the unit member is charged.
- 25.3 When a unit member is to be disciplined, oral reprimands will normally precede written reprimands and written reprimands will normally precede suspensions without pay.

25.4 **SUSPENSION WITHOUT PAY**

- 25.4.1 When a unit member is to be suspended without pay, the Superintendent or their designee shall prepare a written notice of intent to take disciplinary action which shall contain the specific information which is the basis for the proposed disciplinary action. Such action shall not include incompetence or unprofessional conduct.
- 25.4.2 The written notice shall offer the unit member an opportunity to meet with the Superintendent or their designee to discuss the proposed disciplinary action. The unit member shall have the right to union representation at all stages of the proceedings including the meeting with the Superintendent and/or his designee.
- 25.4.3 If the Superintendent or their designee decides to proceed with the proposed disciplinary action, written charges shall be prepared and served on the unit member. Included with the written notice, shall be written notice advising the unit member of their right to a hearing to appeal such charges.
- The unit member shall have fifteen (15) calendar days (from the date of service or postmark of the notice if mailed), in which to request, in writing, a hearing. Such request for a hearing must be received by the Superintendent or his designee within the fifteen (15) day period. A card shall be included in the notice of charges, the signing and return of which by the unit member shall constitute a denial of the charges, and a request for a hearing.
- 25.4.4 The written notice of charges shall be served on the unit member either in person or sent by certified mail to the last known address of record of the unit member.
- 25.4.5 The written statement of charges shall also include notice of the recommended discipline.
- 25.4.6 If the unit member does not file a request for a hearing on a timely basis, the disciplinary action recommended by the Superintendent shall be final and shall be implemented at the direction of the Superintendent.

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

25.5 HEARING

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

- 25.6.1 The hearing officer shall be selected within fifteen (15) days of receipt of the list of hearing officers/arbitrators obtained from the State Conciliation and Mediation Service.
- 25.6.2 The decision of the hearing officer shall be in writing and shall be final and binding on all parties.
- 25.6.3 All issues and defenses regarding the charges, the penalty, and procedure must be raised before the hearing officer at the hearing.
- 25.6.4 The costs for such hearing officer, if any, shall be split between the parties.
- 25.6.5 The hearing officer shall determine the relevancy, weight and credibility of testimony and other evidence and shall base the written decision on the preponderance of evidence.
- 25.6.6 Both parties will be allowed an opening statement and closing arguments, the opportunity to introduce evidence and present witnesses, and the opportunity to examine and/or cross-examine such witnesses. Both parties may be represented by legal counsel or other designated representative.
- 25.6.7 Such hearing shall not be open to the public.
- 25.6.8 A court reporter shall be present at the hearing at the request of either party or the hearing officer. The costs shall be split between the parties unless requested by one of the parties. Each party shall pay for its own transcript if such is requested.
- 25.7 Both parties agree to make a good faith effort to keep confidential any and all information regarding actual or proposed disciplinary action.

ARTICLE XXVI

CONCERTED ACTIVITIES

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

ARTICLE XXVII

CLASS SIZE

- 27.1 Class size/caseload size will not exceed limits prescribed by the law governing the program, or the SELPA operation standards. SCOE class size/caseload size loading standard will be established by the SCOE Department Director.
- 27.2 Class/caseload size in Special Education may exceed SCOE's class size/caseload size loading standard as established, by two (2) students without a consultation between the teacher and the principal. Class size/caseload size loading standards will be provided in writing by SCOE at the beginning of each school year.
- 27.3 If it is necessary to exceed the loading standard by more than two (2) students, a meeting will be held with the unit member to discuss the appropriate support for the classroom.
- 27.3.1 Initial loading of community school classes and independent study will be twenty-five (25) students per class. Community school class size will, as much as possible, maintain an ADA of twenty (20) per attendance period. Independent study programs will, as much as possible, maintain an ADA of twenty-four (24) per attendance period.
- 27.3.2 The determination of class size may be affected by unique factors of the student population, (eg. social/emotional/behavioral issues, number of students with special education needs, ages, number of ELL students, level of additional instructional support).
- 27.3.3 If circumstances require adjustment in class size/caseload, a consultation will be held with the teacher(s) involved and the principal. Any class size/caseload concerns that cannot be resolved through consultation can be taken to the Department Director for resolution.
- 27.4 Resource Specialists (Speech/Language, School Nurse, Deaf and Hard of Hearing (DHOH), Visual Impairments (VI), Adaptive Physical Education etc.) caseload loading standard will be determined, based on legal and SELPA guidelines. Through collaboration with the supervisor, assignments will be determined.
- 27.4.1 Loading standard in:
- | | |
|---|---------------------------|
| Speech/Language | 55 |
| Deaf and Hard of Hearing..... | 8-24 |
| Visual Impairment and Orientation and Mobility..... | 8-20 |
| School Nurse..... | 150 |
| Adaptive Physical Education..... | Based on mutual agreement |
| Pre-School Speech/Language | Limited to 40 by statute |
| Resource Specialist Provider | Limited to 28 by statute |

27.5 If circumstances require adjustment in class size/caseload size, a meeting will be held with the unit members involved and the appropriate supervisor.

27.5.1 If a unit member believes that they need class size/caseload relief, they will contact their immediate supervisor to schedule a meeting

27.5.1.1 The intent of this meeting is to resolve the problem in a collaborative manner

27.5.1.2 The unit member may choose to bring an ASCOE representative to this meeting

27.5.1.3 The supervisor will work with the teacher to resolve the problem in the most expeditious fashion

27.5.1.4 If mutually agreeable resolution is not achieved, the matter will be referred to the Department Director

27.6 DHH Teachers will receive \$225. for each student who is assigned to their caseload for five (5) school days of any month in excess of twenty-six (26) students.

VI teachers will receive \$225. for each student who is assigned to their caseload for five (5) school days of any month in excess of twenty-two (22) students.

27.7 Teacher of Record

SCOE will make every effort to not ask a SCOE teacher to serve as a “Teacher of Record” for another SCOE classroom. In the event that a teacher is asked by a supervisor and agrees to be the teacher of record for another teacher, the teacher who serves as the teacher of record for any period of time during the day will be paid fifty dollars (\$50) for that day.

ARTICLE XXVIII

COMPLETION OF MEET AND NEGOTIATION

This Agreement, as amended shall remain in full force and effect from July 1, 2022 through June 30, 2025, unless a federal directive causes a change in a mandatory subject of bargaining.

County Office:

Association:

Steve Herrington, Superintendent

Cathy Gascon, ASCOE President

Dated:

Dated:

APPENDIX A

**Sonoma County Superintendent of Schools
Certificated Annual Salary Schedule
TEACHER, SCHOOL COUNSELOR
Fiscal Year 2022-2023
Effective July 1, 2022**

Step	1 BA + 30 or Less ANNUAL	2 BA + 45 ANNUAL	3 BA + 60 ANNUAL	Step
1	58,960.00	59,889.00	62,611.00	1
2	61,685.00	62,611.00	65,331.00	2
3	64,407.00	65,331.00	68,056.00	3
4	67,127.00	68,056.00	70,776.00	4
5	69,851.00	70,776.00	73,496.00	5
6	72,570.00	73,496.00	76,222.00	6
7	75,294.00	76,222.00	78,940.00	7
8	78,016.00	78,940.00	81,663.00	8
9	80,736.00	81,663.00	84,387.00	9
10	83,459.00	84,387.00	87,106.00	10
11	86,182.00	87,106.00	89,831.00	11
12	XX	89,831.00	92,551.00	12
13	XX	XX	95,273.00	13
14	XX	XX	97,999.00	14
15	XX	XX	100,720.00	15
16	XX	XX	103,442.00	16
17	XX	XX	106,164.00	17
18	XX	XX	108,888.00	18

Stipend Schedule:	Annual Rate
National Board Certification	\$500.00
Masters Degree	\$1,500.00
Doctorate Degree	\$2,000.00

Annual Stipend + Annual Salary/11 mos x FTE

SCHEDULE 131TOO ANNUAL

Months Paid per Year	11
Base Hours per Day	7.5
Base Days per Year	183

Sonoma Co. Supt of Schools
 Certificated Salary Schedule
 NURSE (RN), SPEECH LANGUAGE PATHOLOGIST
 Fiscal Year 2022-2023
 Effective July 1, 2022

STEP	1 BA + 30 or Less ANNUAL	2 BA + 45 ANNUAL	3 BA + 60 ANNUAL	STEP
1	78,016.00	78,940.00	81,663.00	1
2	80,736.00	81,663.00	84,387.00	2
3	83,459.00	84,387.00	87,106.00	3
4	86,182.00	87,106.00	89,831.00	4
5	89,716.00	90,613.00	93,330.00	5
6	93,214.00	94,054.00	96,780.00	6
7	96,756.00	97,530.00	100,261.00	7
8	100,239.00	100,941.00	103,667.00	8
9	103,748.00	104,370.00	107,084.00	9
10	107,275.00	107,813.00	110,507.00	10
11	110,816.00	111,259.00	113,929.00	11
12	XX	114,708.00	117,346.00	12
13	XX	XX	120,748.00	13
14	XX	XX	124,251.00	14
15	XX	XX	127,731.00	15
16	XX	XX	131,179.00	16
17	XX	XX	134,590.00	17
18	XX	XX	138,089.00	18

Stipend Schedule:	Annual Rate
National Board Certification	\$500.00
Masters Degree	\$1,500.00
Registered Nursing License	\$1,500.00
Doctorate Degree	\$2,000.00

Annual Stipend + Annual Salary/11 mos x FTE

Schedule 131TO1 ANNUAL	
Months Paid per Year	11
Base Hours per Day	7.5
Base Days per Year	183