



Santa Clara County Office of Education

Dr. David M. Toston, Sr.
County Superintendent of Schools

NOTICE OF PUBLIC HEARING

To

Disclosure Collective Bargaining Agreement

Notice is hereby given that on

September 3, 2026, at 10:00 AM,

a public hearing will be held via the link below:

<https://sccoe.zoom.us/j/84515781049>

Public comments will be conducted via Zoom and can be made at the time the public meeting is open.

The Santa Clara County Superintendent of Schools, as the sole employer of all SCCOE employees, will conduct a Public Hearing on the AB1200 and the Tentative Agreements between the County Superintendent of Schools and the Association of County Educators/California Teachers Association (ACE) in compliance with Government Code section 3547.

The agreement term is July 1, 2025, up to and including June 30, 2027.

Santa Clara County Office of Education encourages participation from employees, parents, students, members of the public, and bargaining unit leaders.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**District or County Name:** Santa Clara County Office of Education**CDS Code:** 43 10439

Indicate the name and check the type of collective bargaining unit that this disclosure is for:

Name of bargaining unit:

- ☒ Association of County Educators/California Teachers Association (ACE/CTA)
☐ Service Employees International Union (SEIU) Local 521
☐ Service Employees International Union (SEIU) Local 521 Substitute Workers Unit
☐ Psychologists & Social Workers Association



Certificated



Classified



Other (List)

*Note—complete a separate disclosure statement for each bargaining unit***A. Proposed Change in Salary:**

1. Indicate the percentage salary change over the prior year salary schedule, for the current and subsequent fiscal years:

Year 1: 2% %Year 2: 2% %Year 3: TBD %

2. Indicate the effective period of the proposed agreement:
- July 1, 2025
- to
- June 30, 2027

3. Are proposed changes
- X
- on-going or _____ one-time costs or _____ both? (Check one)

4. Value of a
- 2
- percent increase in the current year: \$
- \$ 458,598

B. Cost of Agreement:Indicate the costs of salary and benefit improvements that would be incurred under the agreement for the current and subsequent fiscal years (based upon 276.8 in ACE/CTA unit (number of employees and bargaining unit))

	Year 1	Year 2	Year 3
Salary and Fixed Benefit Costs	\$ 458,598	\$ 855,247	
Health Benefits		\$ 615,720	
Other Compensation			
Other Non-Compensation Costs			
Total Cost of Settlement	\$ 458,598	\$ 1,470,967	\$ 0

C. Major Provisions:

List the major provisions and each of the other costs of the agreement for the current and subsequent fiscal years:

Legend

- a. Effective January 1, 2026, salary schedules are increased by 2% ongoing.
- b. County Office's health benefits contribution is 95% of 2026-27 Kaiser HMO plan rate.
- c.
- d.

Date of Public Hearing:

Date Prepared:

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

Name of bargaining unit:

- ☒ Association of County Educators/California Teachers Association (ACE/CTA)
- ☐ Service Employees International Union (SEIU) Local 521
- ☐ Service Employees International Union (SEIU) Local 521 Substitute Workers Unit
- ☐ Psychologists & Social Workers Association

CERTIFICATION OF THE COUNTY OFFICE'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

In accordance with the requirements of Government code Section 3547.5, the County Superintendent of Schools and Chief Business Officer of the **Santa Clara County Office of Education**, hereby certify that the County Office can meet the costs incurred under the Collective Bargaining Agreement between the County Office and the ACE/CTA Bargaining Unit, during the terms of the agreement from JULY 1, 2025 TO JUNE 30, 2027 (insert dates).

Signed by:



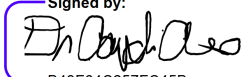
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County Superintendent of Schools
(Signature)

8/28/2026 | 3:47 PM PDT

Date

Signed by:



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Chief Business Officer
(Signature)

8/29/2026 | 6:26 AM PDT

Date

**MEDIATED SETTLEMENT AGREEMENT
BETWEEN
ASSOCIATION OF COUNTY EDUCATORS
AND
SANTA CLARA COUNTY OFFICE OF EDUCATION
August 13, 2026**

In full and final resolution of all bargaining obligations on successor contract negotiations, the parties agree as follows:

Article 2 - Term

This Agreement shall remain in full force and effect from July 1, 2025, up to, and including, June 30, 2027. There shall be no reopeners for the term of the Agreement ~~except as otherwise provided in the Agreement and as follows:~~

- a) ~~For the 2024-2025 school year, the parties agree to reopen Article 19.1 and one non economic article of each parties' choice as well as ACE will have the right to request to bargain over caseloads/workloads. The parties agree to complete their sunshine obligations for this school year no later than December 15, 2023.~~
- b) ~~The parties acknowledge and agree that the agreement to create a successor collective bargaining agreement is predicated upon the State school finance system remaining as prescribed in current law. If the State alters the basic funding mechanisms for public education, then the parties shall be able to, upon request of either party, reopen the Agreement.~~

Article 26 - Conclusiveness of the Agreement

- 26.1 The parties agree that for the term of this contract there shall be no reopeners. ~~the only reopeners shall be Article 20 Health and Welfare and for each of the 2017-2018 and 2018-2019 school years, each party may open one (1) article. Except for these reopeners, and as expressed in Section 22.1, Once the Agreement is signed and ratified by both parties, the Office and Association expressly waive and relinquish the right to meet and negotiate until negotiations reconvene no later than April 1st of the calendar year in which the Agreement expires.~~

Article 5 - Member Rights

SCCOE shall provide all deaf ACE unit members in the DHH Program with an emergency notification application that can be installed on their personal cell phones.

Article 13 - Hours and Work Year

At least 50% of professional development programming provided by SCCOE to ELS staff shall be acceptable activities for purposes of child development permit holder professional growth plan/licensure renewal requirements.

The 2024-2025 SLP Pilot Program MOU shall be extended for the 2026-2027 school year with the exception of paragraphs 9 and 10, and shall automatically sunset on June 30, 2027.

Article 19 - Salaries

Effective January 1, 2026, all ACE salary schedules shall be increased by 2.0% ongoing.

Article 20 - Benefits

Replace 20.4.a 1-5 in its entirety with the following:

The County Office's contribution for health insurance premiums shall be 95% of the 2026-2027 Kaiser HMO plan rate (cap). Unit members shall contribute any amount in excess of the County Office's contribution limit (cap) for medical premiums for the term of this Agreement.

Other Terms

The parties agree that all previously signed tentative agreements (Articles 1, 4, 7, 8, 10, and 21) shall be incorporated into the successor contract.

ACE shall dismiss with prejudice PERB Unfair Practice Charge No. SF-CE-3771-E.

The parties shall develop an MOU per the mediator's recommendation regarding provision of bio breaks for ELS staff.

FOR ACE:

DocuSigned by:


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8/17/2026 | 7:39 PM PDT

Adia Hoag

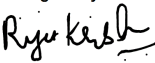
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8/18/2026 | 7:41 AM PDT

Mindi Sheppard

Signed by:

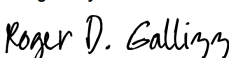

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8/18/2026 | 7:43 AM PDT

Riju Krishna

FOR SCCOE:

Signed by:


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8/17/2026 | 2:51 PM PDT

Roger Gallizzi

**TENTATIVE AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION AND
ASSOCIATION OF COUNTY EDUCATORS**

ARTICLE 1 - RECOGNITION

April 14, 2025

V1 ACE to SCCOE 03/26/2025 11:20 am

1.1 Recognition

The Santa Clara County Office of Education, hereinafter referred to as Office, confirms its recognition of the Association of County Educators, ACE/CTA/NEA, hereinafter referred to as Association, as the exclusive representative for that unit of employees recognized by the Office per its Agreement.

1.2 BARGAINING UNIT

The representation unit consists of all regular and temporary Classroom Teachers, Nurses, Audiologists, Counselors, Resource Specialists, Adaptive Physical Education Specialists, Resource Teachers, Speech-Language Pathologists (SLPs), Orientation and Mobility Instructors, Work Experience Teachers/Coordinators, Migrant Education Teachers, Teacher-Visual Impairments, Preschool Services Permit teachers, **Mental Health School Wellness Specialist (MHSWS), Behavioral Analysts (BCBA)**, and teachers on special assignment. The following are specifically excluded from the unit: all management, supervisory, confidential, classified, program specialist, psychologist, social worker, and school therapist positions.

For the County Office:

Khushwinder Gill
Khushwinder Gill, Ed.D.
Assistant Superintendent – Personnel Services

4/14/2025
Date

For the Association:

Riju Krishna
Riju Krishna
President, Association of County Educators

04/14/2025
Date

Adia Hoag
Adia Hoag
CTA

4/14/25
Date

**TENTATIVE AGREEMENT BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION AND
ASSOCIATION OF COUNTY EDUCATORS**

ARTICLE 4 - ASSOCIATION RIGHTS

August 21, 2025

v7 ACE to SCCOE 08/20/2025 12:00 PM

v6 SCCOE to ACE 08/20/2025 11:22 AM

v5 ACE to SCCOE 08/20/2025 10:20 AM

v4 SCCOE to ACE 05/21/2024, 10:00 AM

v3 ACE to SCCOE 04/12/2025 11:45 AM

v2 SCCOE to ACE 04/14/2025 10:00 AM

v1 ACE to SCCOE 03/26/2025 11:23 AM

4.2 Guaranteed Rights

a. Unit Members Rights

All rights guaranteed unit members under all codes and laws, whether local, state, or federal pertaining to education, including those concerning policies on non-discrimination, academic freedom, controversial issues, freedom of speech, adverse action, personal life, recording devices, and unit member interview procedures wherein reference is made to membership in or preference for an employee organization, shall apply to unit members; however, such codes and laws shall not be grievable unless the substance of the law is also a negotiated section of this Agreement.

4.3 Contact Information/Orientation Meeting

e. Grievance and Arbitration

~~This Section shall be subject to the grievance procedure set out in Article 7 of the collective bargaining agreement, except that only ACE — through its President or CTA representative — and not individual bargaining unit employees may file a grievance.~~

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4.4 Association Rights

All Association business, discussions, and activities shall be conducted by unit members or Association officials outside established work hours as defined in Article 13, Hours, herein: lunch, breaks, prep periods, or outside of work hours. Said business shall be conducted in places other than Office property except when an authorized Association representative obtains advance permission from the site manager or designee regarding the specific time, place, and type of activity to be conducted. In such cases, the Association shall be responsible for security, clean-up, and any expenses involving unusual wear or damage resulting from Association use.

The Office will make every effort not to schedule mandatory meetings for members on the first and second Thursday of each month. Nothing in this agreement precludes the teacher from scheduling IEP meetings on these days.

ACE representatives shall be given the last 15 minutes at regularly scheduled staff meetings to convey information and address concerns. Participation in these meetings for members is voluntary.

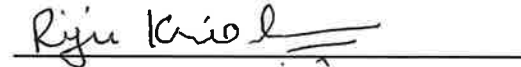
For the County Office:



Adrienne Konigar-Macklin, Esq.
Counsel, SCCOE
8/21/2025

Date

For the Association:



Riju Krishna
President, Association of County Educators
08/21/2025

Date



Adia Hoag
CTA
Aug 21, 2025

Date

ARTICLE 7 - GRIEVANCE

V6 SCCOE to ACE 11/06/2025

v5 ACE to SCCOE 11/06/2025 9:15 AM

v4 SCCOE to ACE 10/21/2025 1:56 PM

v3 ACE to SCCOE 8/20//2025 10:20 am

v2 SCCOE to ACE 06/09/2025 10:00 AM

v1 ACE to SCCOE 5/21/2025 11:30 am

Em Dalk
Revised
11/06/2025
Adapted
11/6/25

7.1 Definitions

- a. Grievance - a claim by one or more members of the unit or the Association of an alleged violation, misinterpretation, or misapplication of a provision of this Agreement.
- b. Grievant - a unit member or the Association asserting a grievance.
- c. Day - any day in which the central administrative office is open for business. Time limits for appeal shall begin the day following the date of receipt of a written grievance response.
- d. Immediate Supervisor ~~is-~~ the direct supervisor ~~having jurisdiction~~ over the grievant and who has been designated to ~~adjust~~ address grievances. ~~;~~ If ~~unless~~ they are a named party or have a conflict of interest, ~~in which case the direct supervisor of the grievant who has been designated to address grievances. If named party, in which case the Assistant Superintendent - Personnel Services or designee shall designate a Leadership Team member to shall~~ address the grievance.

Ans

e. Party in Interest—any person who may be required to take action or against whom action may be taken in order to resolve the claim.

7.2 Informal Level

The grievant shall attempt to resolve the alleged violation of this Agreement by informal conference with the immediate supervisor within ~~twenty-five (25)~~ fifteen (15) days after the alleged violation of this Agreement. The grievant shall notify the supervisor in writing of the alleged violation and corresponding Article and the supervisor shall respond in writing within ten (10) days.

7.3 Formal Level I—Department Head/Program Manager

a. If the grievance is not resolved to the satisfaction of the grievant(s) at the informal level, the grievant shall present the grievance in writing to the department head/program manager within ten (10) days after written response based on the informal conference.

b. This statement shall be a clear, concise statement of the grievance of the alleged contractual section violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. Failure to provide any of the above will result in a referral back to the grievant. ~~Failure to provide all of the above will result in a denial of the grievance.~~

c. Department head/program manager shall communicate a decision to the unit member in writing within ten (10) days after receiving the grievance. If the department head/program manager does not respond within the time limits, the grievant may appeal to the next level. Within the above time limits, either party may request a conference.

7.4 Formal Level II—Superintendent or Designee



a. In the event the grievant is not satisfied with the decision at Formal Level I, they may appeal the decision, in writing, within ten (10) days to the Superintendent or designee.

b. The statement shall include a copy of the original grievance of the alleged contractual section violated, the decision rendered, and a clear, concise statement of the reasons for the appeal. ~~Failure to provide all of the above will result in a denial of the grievance.~~

c. With the consent of the grievant, a representative(s) of the Association may attend any meeting with the Superintendent or designee and the grievant, and state the Association's views relating to the grievance filed.

d. Any unit member may at any time present grievances to the Office and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is consistent with the terms of this Agreement. The 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.

e. The Superintendent or designee shall communicate a decision within ten (10) days after receiving the appeal. Either the grievant, or Superintendent, or the designee may request a conference within the above time limits. If the Superintendent or designee does not respond within the time limits, the grievant may appeal to the next level.

7.5 Formal Level III—Binding Arbitration

a. Within ten (10) days, if the grievant is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within ten (10) days, the grievant may submit a request to the Association Grievance Chairperson, asking that



the Association submit the grievance to binding arbitration.

b. Within ten (10) days after written notice of submission to arbitration, the Office and the Association shall jointly request the State Mediation and Conciliation Services to supply a panel of seven (7) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The order of the striking shall be determined by ~~drawing of lots~~.

c. The fees and expenses of the arbitrator and the hearing shall be equally borne by the Office and the grievant/Association. All other expenses except for released time for the grievant(s) and grievance chairperson shall be borne by the party incurring them.

d. Once the arbitrator has been selected, hearings shall commence at their convenience. The arbitrator shall hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission statement, the arbitrator shall determine the issue or issues by referring to the written grievance and the answers at each level.

e. The arbitrator shall have no power ~~to make punitive monetary awards nor award for damages or~~ to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the Office.

f. The arbitrator shall render an award, in writing, to the parties in interest. Such award shall be binding on all parties.

7.6 General Provisions

a. No reprisals of any kind shall be taken by the Office ~~or the Association~~ against any participant in the grievance procedure. ~~Any allegation of retaliation related to the filing or participation in a grievance shall be subject to the~~



- b. A unit member may be self-represented or have an Association representative at all levels of the grievance procedures. If the unit member is represented, the Office will confer with the unit member about a date and time for the meeting in order to facilitate attendance by an Association representative. If the grievance goes to Arbitration, the grievant shall be represented by the Association.
- c. When a grievant is required to appear before an agent of the Office, the meeting shall be at a mutually agreed upon time, and the grievant shall be given the reasons for the required appearance.
- d. Any unit member who is required to appear in such conferences or hearings as a witness during working hours shall be accorded release time and expenses in accordance with Section 7.6.h. Witnesses shall be informed that their testimony shall be kept confidential unless the witness chooses to make their own testimony public.
- e. The Association, either on its own behalf or on behalf of the affected unit members, may initiate a grievance which affects more than one (1) unit member in a single building or unit members in more than one building at Level II.
- f. Upon mutual agreement of the Association and the Superintendent or designee, a grievance may be taken directly to arbitration.
- g. Nothing contained herein shall deprive any unit member of any legal right, which they presently have.
- h. Any expense shall be borne by the parties incurring them, except as provided for in Level III (Section 7.5.c).

i. All documents, communications, and records dealing with a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

j. Neither the Office nor the Association shall be permitted to assert any grounds before the arbitrator which were not previously disclosed to the other party. The arbitrator shall consider only those issues which have been raised in prior steps as required by the provisions of the grievance procedure. The Office and the Association agree to make available to both parties upon request all pertinent information in their possession or control (not privileged under law or Office policies) which is relevant to the issues raised by the grievance.

k. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the Superintendent or designee and the Association with the processing of such grievance to commence at Level II. The intent of the parties is that the grievance commence at the point of origin of the alleged violation.

l. A grievance may be withdrawn at any level without establishing a precedent.

m. A decision rendered at any level shall be considered final unless an appeal is ~~registered~~ ~~filed~~ within the ~~grievance timeline~~. ~~the time limit specified~~. If a decision is not given to the grievant within the time limit, an appeal may be ~~taken to the~~ ~~filed at the~~ next level.

n. Nothing in these grievance procedures is meant to deny to either the Association or to the Office the right to complain directly to the other, at whatever level seems



appropriate, about the handling of issues which appear elsewhere in this Agreement, other than in the articles on Association Rights or Office Rights. Discussions on Association Rights or Office Rights shall not be matters of formal grievance procedures unless both parties agree that such procedures should be entered into as a possible way of avoiding a contest over unfair labor practices with the Public Employee Relations Board.

o. The Association grievance representative shall receive time off without loss of compensation, for the processing of grievances past the informal level of the grievance procedure. Such representative shall be designated by the Association as soon as that person is selected and their name shall be sent in writing to the Assistant Superintendent – Personnel Services and/or designee. The Association grievance representative shall notify their immediate supervisor and the substitute desk twenty-four (24) hours prior to release from duties for such grievance representation in order that a substitute may be obtained, if necessary.

p. Jurisdictional disputes shall be settled by the Superintendent within ~~seven (7) three (3) business~~ days of the dispute. ~~or the Association shall submit the grievance directly to arbitration.~~



ARTICLE 8 - EVALUATION PROCEDURES

SCCOE to ACE v6 SCCOE to ACE

ACE to SCCOE 10/13/2025 11:05 AM

v4 SCCOE to ACE 08/21/2025 9:30 AM

v3 ACE to SCCOE 08/20/2025 11:20 AM

v2 SCCOE to ACE 06/09/2025 10:00 AM

v1 ACE to SCCOE 05/21/2025 11:35 AM

Spencer
Rkied
Adm. Reg
11/6/2025

8.1 Purpose

The purpose of the evaluation system is to improve the delivery of educational services and to provide constructive assistance to unit members. Evaluation supports on-going bargaining unit member growth and competence.

For purposes of this article “administrator” refers to a unit member’s direct supervisor.

8.2 Definitions

a. Types of Evaluation Options

- i. Administrative Option – The evaluative methodology required for all ~~temporary and temporary and~~ probationary unit members, any member on a non-permanent status track who has been employed for less than three (3) years, all Head Start and State Preschool members, any permanent unit member who selects this option, and any permanent unit member whose evaluator identified in the previous year’s evaluation, that this member must participate. ~~If any permanent unit member is identified by the evaluator to select the Administrative Option, the evaluator shall provide in writing the rationale for doing so.~~

GA

- ii. Partner Option – The evaluative methodology selected by eligible permanent employees or non-permanent status track members who have been employed for more than three (3) years and meet the criteria.
- iii. Portfolio Option – The evaluative methodology selected by eligible permanent employees or non-permanent status track members who have been employed for more than three (3) years and meet the criteria.

b. Goals and Objectives

Goals and objectives (sometimes referred to as Stull objectives) refer to the ~~personal~~ ~~programmatic~~ ~~professional~~ goals and/or school or department goals which are jointly developed by the primary evaluator and the evaluatee at the beginning of a school year during which the evaluatee is being evaluated..

The goals and objectives are part of the evaluation process, but are not the evaluation. Should the parties disagree on the goals and objectives, the Director or designee shall make the final decision.

c. Observation

An observation, ~~depending upon the type of evaluation,~~ is a personal observation of a unit member, ~~in their~~ ~~actual~~ ~~professional setting including but not limited to (classroom,~~ ~~itinerant service area, community setting, home visit, school site, and IEP/IFSP/504 meetings.)~~ ~~whether in their classroom, work station, work meeting, or work area~~ by the unit member's primary evaluator or other administrator (a principal, a program manager or a program director).

Formal observations are specific to the administrative option; however, it is expected that observations occur ongoing, with all unit members, whether in the evaluation cycle or not.

8.3 Persons Subject to Evaluation

- a. Every ~~temporary~~ and probationary member, ~~as well as non-permanent certificated employees (e.g. nurses, counselors, ROP teachers, and other non-classroom teachers)~~



who have been employed by the Office less than three (3) years, and every Head Start or State Preschool teacher, and any permanent employee who received an overall unsatisfactory evaluation during the previous year, shall be evaluated by their primary evaluator, using the administrative option, in writing at least once a year.

b. Every permanent unit member who has been employed by the Office for less than ten (10) years and every non-classroom teacher (e.g., nurses, audiologists, counselors) who has been employed by the Office for at least three (3) years shall be evaluated by their primary evaluator at least once every other school year. These members may select from the options, as long as their previous evaluation was satisfactory and their previous evaluator did not designate them for the administrative option. A unit member who has changed sites, administrators, or courses/subject areas may be subject to evaluation even if the unit member was evaluated during the preceding year.

c. Every permanent unit member who has been employed by the Office for ten (10) or more years, who is highly qualified under ~~20 U.S.C. 78901 (No Child Left Behind)~~, **current federal and state laws**, and whose previous evaluation was satisfactory (meeting or exceeding standards) shall be evaluated by their primary evaluator at least once every ~~two (2) five (5) three (3)~~ **five (5) years**. These members may select from the options **as outlined in 8.2.a**, as long as their previous evaluation was satisfactory and their previous evaluator did not designate them for the administrative option. A unit member who has changed sites, administrators, or courses/subject areas may be removed from the ~~three (3)~~ **five (5)** year-cycle and be subject to evaluation ~~because of due to the change~~ **and must be notified** within 30 days from the first day of student attendance. ~~by October 1. September 15.~~

8.4 Basis for Evaluation

The evaluation **for teachers** is to be based on the California Standards for the **Teaching** Profession, **in which they belong**, **as** modified for working with students with special

needs in Special Education, Alternative Education, and Early Childhood Education, Migrant Education and Opportunity Youth Academy.

- a. Designated Instruction Services (DIS) programs (e.g., VI, O&M, SLP, APE, MHSWS, BCBA), shall be evaluated using department specific evaluation tools jointly agreed upon by each department and the Office. For example, for SLP's, the ASHA PACE Matrix Appendix 1, MHSWS evaluation tool Appendix 2. These evaluation tools shall be modified and aligned with the specific responsibilities of the DIS unit member's department and student population.

8.5 Goals and Objectives

- a. Permanent unit members who received a satisfactory evaluation in the preceding school year may not ~~are not~~ be required to submit goals and objectives as determined by their primary evaluator.

b. The primary evaluator shall schedule a conference with the unit member who is scheduled to be evaluated, no later than November 1st for the purpose of jointly developing objectives relating to the areas of evaluation set forth in Section 8.4. The objectives shall be developed jointly. Every objective is important, and the evaluatee is expected to work toward achievement of each objective. ~~however, the evaluator and evaluatee may agree to focus on one or more of the objectives during that particular school year.~~ The conference between the evaluator and evaluatee requires a ~~face-to-face~~ meeting, during which a good faith effort will be made to reach agreement on the evaluatee's objectives. ~~If the evaluator and evaluatee fail to agree on the development of any objectives, an appeal shall be filed within ten (10) days of the meeting between the evaluator and evaluatee and discussed with the program director. The evaluator's program director's decision will be final.~~

- b. The evaluator ~~will~~ ~~shall~~ participate in whichever process with the member is indicated, based upon the option being utilized. ~~whichever process with the member is indicated, based upon the option being utilized.~~ whatever evaluation option the member has chosen in accordance with Article 8.3.

c. If there are significant changes in the unit member's assignment-which occur during the school year (e.g., a significant change in class composition), upon request of the unit member, the unit member, and primary evaluator will have another face-to-face meeting to discuss possible modifications of the unit member's objectives and to discuss possible assistance.

8.6 Administrative Option Classroom Observation

a. Every permanent unit member being evaluated shall have at least one (1) formal scheduled classroom observation.

b. Every temporary, probationary, or non-tenured unit member with less than three (3) years of employment shall have at least two (2) formal scheduled classroom observations.

c. For at least one (1) formal scheduled classroom observation, it is expected that the primary evaluator will remain for ~~the majority of substantially substantially~~ substantially the entire unit of instruction or entire period. ~~or service activity, as appropriate to the role.~~

d. Each formal scheduled classroom observation shall be preceded by a ~~face-to-face~~ meeting between the evaluator and evaluatee, ~~if requested by the unit member~~, during which they will review and discuss the lesson which will be observed.

e. Each formal scheduled classroom observation shall be followed by a post-observation ~~face-to-face~~ conference within ten (10) working days following the observation unless the conference date is extended by mutual agreement. The evaluator shall prepare a written classroom observation report, which will be shown to and discussed with the evaluatee at this conference. If the evaluator has any concerns about the evaluatee's performance in any of the areas, the evaluator shall discuss those concerns with the evaluatee at this post-observation conference.

f. At least ~~two (2)~~ ~~three (3)~~ three (3) formal scheduled classroom observations ~~will shall~~ take place prior to the issuance of an overall unsatisfactory evaluation ~~and each must be~~



~~accompanied by written feedback and a collaborative support meeting between the evaluator and evaluatee.~~ It is expected that the primary evaluator will remain for the entire unit of instruction or the entire period.

g. ~~Either the unit member or the primary evaluator~~ may request that a formal scheduled classroom observation of the unit member be done by another administrator. Formal classroom observations may be made by a secondary by more than one administrator ~~provided that an administrator~~, who is not the primary evaluator. This secondary administrator will discuss ~~has discussed~~ the goals and objectives with the evaluatee ~~primary evaluator~~ prior to the observation. ~~Either the unit member or the primary evaluator may request that a formal scheduled classroom observation of the unit member be done by another administrator. If the primary evaluator denies the unit member's request for an observation by another administrator, the unit member may appeal to the program director to appoint another administrator.~~

h. Classroom observation reports should be written in a manner which is fact-based and specific.

i. Nothing herein shall prevent the evaluator from making unscheduled classroom observations in addition to the formal scheduled observations. Unscheduled classroom observations are ~~valid~~ valid components of the evaluation process, and comments identified may be incorporated into the final summative evaluation, after discussion with the unit member and before inclusion in the final evaluation. An opportunity shall be provided to the unit member to respond to ~~provide explanations about~~ the evaluator's observations and comments. The evaluator is expected to meet with the unit member to discuss each unscheduled classroom observation within ~~ten (10) five (5)~~ working days unless this conference is extended by mutual agreement. Any concerns feedback based on the observation shall be shared between the evaluator and the evaluatee within ten (10) five (5) days of the unscheduled observation ~~noted by the evaluator shall be discussed with the evaluatee at that time. If the evaluator has any concerns about the evaluatee's performance in any of the areas, the evaluator shall discuss those concerns with the evaluatee at this post-observation conference.~~

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j. The evaluatee shall have the right, within ten (10) days, to attach written comments to any classroom observation report prior to the report being placed in the Personnel Ffile. After ten (10) days, the observation report may be placed in the Personnel Ffile.

k. The evaluation of ~~first-year temporary and probationary~~ all unit members shall be based on ~~focus-on~~ requirements listed by CCTC. ~~Standard II: (II) Create and Maintain Effective Environments for Student Learning and one of the following two standards: (I) Engage and Support All Students in Learning, or (III) Understand and Organize Subject Matter for Student Learning.~~

~~The first observation shall focus only on Standard II: Create and Maintain Effective Environments for Student Learning (classroom management).~~

~~l. The evaluation of second year temporary and probationary unit members shall focus on three (3) standards: (II) Create and Maintain Effective Environments for Student Learning, and two (2) of the following standards: Standard (I) or (III) whichever the unit member did not focus on during the first year, and (IV) Plan Instruction and Design Learning Experiences for All Students; or (V) Assess Student Learning.~~

~~m. The evaluation of permanent employees with three (3) years or more years of service with the Office shall encompass all six (6) standards.~~

Appendix 1:



PAGE Observation Form

Performance Objective	Observational Evidence (What have you observed that shows the SLP	Observatio n 1 Date: _____	Observatio n 2 Date: _____	Observatio n 3 Date: _____

	performs these activities/duties?)			
Demonstrate knowledge and skills in speech-language pathology and related subject areas (e.g., literacy)	- Works with individuals at all ability levels and serves a range of disorders, as appropriate for the setting - Completes and provides in-services (i.e., completing professional development) - Demonstrates competence in oral and written communication - Follows risk management procedures - Organizes work space materials and equipment			

This form is designed to be used by the evaluator to document the results of observations of the SLP. Observations can take place in a therapy room or classroom, during an in-service or IEP or team meeting, etc. Therefore, not all evidence will be

demonstrated in all observations. It is recommended that at least two direct observations of therapy occur during the school year. After each observation, the results should be shared with the SLP.

Speech Language pathologist: _____

Evaluator (name, title): _____

NOTE: Use the observational evidence as a guide to evaluate the performance objective.

The observation items preceded by an asterisk (*) are most likely to be observed during IEP or other meetings with families.

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Observati on 1 Date: _____	Observati on 2 Date: _____	Observati on 3 Date: _____

Provide culturally and educationally appropriate services that are effective, engage students, and reflect evidence-based practices	• Engages students in the session's activities • Provides accurate and appropriate feedback to students individually • Implements activities that promote progress on the students' specific IEP goals • Has good behavior management skills • Uses the allocated time efficiently and effectively • Fosters a positive interaction with students • Provides each student with an opportunity for a significant number of responses			
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	▪ Includes curricular objectives or materials in the session ▪ Develops and executes appropriate therapy plans ▪ Demonstrates knowledge and skills necessary for providing or facilitating treatment for children from culturally and linguistically different backgrounds ▪ Advocates for appropriate services for students ▪ Documents the nature of services and evidence of progress			
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Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Observation 1 Date: _____	Observation 2 Date: _____	Observation 3 Date: _____
Partner with the team to determine eligibility and recommended services that are compliant with state and federal regulations for children with IEPs	*Prepares adequately for meetings? *Explains contents of the IEP clearly, using language that parents and other team members understand? *Explains how speech and language goals relate to student success with the curriculum *Develops understandable and measurable goals *Responds appropriately to questions and comments of other team members *Deals appropriately with conflicts that			

	may occur during the meeting • *Provides evidence that parent(s) and other team members have been involved in creating IEP content • Explains how IEP goals relate to present educational levels • Accurately bills Medicaid and complete other compliance requirements • Completes documentation within a specific timeline using appropriate forms • *Contributes appropriate information to transition plans • *Solicits feedback from parents, teachers, and students about			
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	documentation and compliance via checklists and surveys • Maintains confidentiality and adheres to the IDEA, Section 504, FERPA, and HIPAA regulations related to documentation and compliance • *Offers evidence that contributes to the eligibility determination			
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Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Observation 1 Date: _____	Observation 2 Date: _____	Observation 3 Date: _____

Demonstrate ability to conduct appropriate comprehensive evaluations for students who may be experiencing a variety of communication disorders

- Gathers case history information
- Uses appropriate formal and informal assessment tools
- Reports assessment findings in a timely manner
- Develops appropriate evaluation reports
- Observes informal and formal testing using a variety of assessment strategies
- Appropriately analyzes and interprets test results to make appropriate recommendations
- Creates schedules that reflect assessments to be conducted at designated times (i.e., scheduling blocks)

	▪ Demonstrates knowledge and skills necessary for providing or facilitating assessment of children from culturally and linguistically different backgrounds			
Provide appropriate and dynamic service delivery methods consistent with the wide variety of individual student needs	▪ Develops activities that promote progress on students' specific IEP goals ▪ Designs a schedule that allows completion of all work activities in an efficient and effective manner - Changes activities, feedback, or direction of the session when a student is not understanding or able to demonstrate success with the session goal ▪ Records data on the student's performance during the session			

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties ?)	Observation 1 Date: _____	Observation 2 Date: _____	Observation 3 Date: _____
Demonstrate collaboration with classroom teachers and other professionals for students in both general and special education	*Respects teachers and other professionals *Demonstrates active listening *Presents with a professional demeanor *Responds professionally to feedback - Demonstrates collaborative instruction or coteaching *Demonstrates collaboration in an IEP team meeting and other meetings			
Collaborate with families and provide opportunities for families to be involved in	*Respects students and families *Demonstrates active listening *Presents with a professional demeanor			

the student's SLP services	*Responds professionally to feedback Demonstrates collaboration with families in an IEP team meeting and other meetings *Shows evidence of communication with families (e.g., parent communication log)			
Earn continuing education or professional development units sufficient to meet ASHA requirements for certification maintenance as well as state certification and licensing requirements	Completes in-services (i.e., completes professional development) Provides in-services (i.e., provides professional development) Participates in state, school, or local associations; meetings and conferences; and/or professional learning communities			

Performance Objective	Observational Evidence (What have you observed that shows the SLP performs these activities/duties?)	Observation 1 Date: =====	Observation 2 Date: =====	Observation 3 Date: =====
Contribute to various building or district initiatives	Participates in school assessment planning Participates in RTI initiatives Participates in curriculum teams? Participates in positive behavioral support initiatives			

Summary of Observation Finding:

APPENDIX 2: MHSWS

Youth Health and Wellness Department
Mental Health School Wellness Specialist (MHSWS)
Evaluation Tool

1. Legal and Ethical Regulations and Practices		Comments/Evidence:
1a. Understanding and adherence to federal, state, county, and district regulations, laws, and guidelines as they apply to the school setting. (i.e. FERPA, HIPAA, ADA, IDEA, ESSA, CA Confidentiality Laws)	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
1b. Mandated Reporting and Crisis Intervention	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
1c. Ethical Decision-Making and Professional Conduct	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

2. Commitment to Equity, Anti-Racism, and Justice		<i>Comments/Evidence:</i>
2a. Awareness of Systemic Inequities and Bias	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
2b. Cultural Humility & Responsiveness	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
2c. Advocacy and Empowerment for Marginalized Students and Communities	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
2d. Awareness of Systemic Inequities and Bias	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

3. Therapeutic Service Provision		Comments/Evidence:
3a. Assessment and Treatment Planning	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
3b. Clinical Interventions and Service Delivery	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
3c. Case Management and Coordination of Care	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
3d. Student Voice and Engagement in Therapeutic Process	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

4. Collaboration		Comments/Evidence:
4a. Collaboration with School Staff (Wellness Team, Teachers, Admin, Counselors)Partners	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
4b. Partnerships with Community Agencies and External Providers	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
4c. Conflict Resolution and Problem-Solving in Collaborative Settings	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

5. Documentation Practices		Comments/Evidence:
5a. Record Keeping & Data Management	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

5b. Use of Data to Inform Therapeutic Service Practices	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
5c. Compliance with Billing and Reporting Requirements (Medi-Cal, Insurance, Grant Reporting)	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

6. Reflective Practices & Professional Development		<i>Comments/Evidence:</i>
6a. Self-Reflection & Professional Growth	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
6b. Supervision & Consultation Engagement	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
6c. Continuing Education and	☐ Needs	

Professional Development	Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
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7. Responsibility and Dependability		<i>Comments/Evidence:</i>
7a. Attendance and Punctuality	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
7b. Adaptability and Responsiveness in Dynamic Situations	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	
7c. Consistency and Reliability in Service Delivery	☐ Needs Improvement ☐ Developing ☐ Proficient ☐ Exemplary	

ARTICLE 10 - DISCIPLINE PROCEDURES

v3 ACE to SCCOE 11/06/25 9:15 AM

v2 SCCOE to ACE 10/20/2025 9:20 AM

v1 ACE to SCCOE 06/09/2025 11:00 a.m.

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Handwritten signature and date 11/6/25
Period 11/06/2025

10.1 Definition

The term "discipline" as used in this article specifically does not refer to ~~directives~~ or the implementation of other articles of this Agreement, which shall not be used for disciplinary purposes. "Discipline" shall include written reprimands or suspensions without pay for a specific period not to exceed fifteen (15) working days. Discipline shall not include ~~dismissal or~~ non-reelection, which are regulated by the Education Code.

~~The Office shall not proceed with investigatory meetings likely to result in discipline unless the employee has been explicitly informed of their right to union representation and has been provided a reasonable opportunity to obtain representation.~~

10.2 Progressive Discipline

Progressive Discipline will be followed unless the employee has engaged in ~~gross~~ misconduct, in which case the Office may bypass progressive steps, if the Office determines that the matter requires an investigation. Progressive steps include:

- a. ~~Oral Verbal Initial~~ Warning

An ~~oral verbal initial~~ warning may be followed by a written conference summary that is given to the employee but not placed in the personnel file.

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b. Written Warning or Written Reprimand

A written warning or reprimand shall be given to the employee and placed in the employee's personnel file, and the employee shall have the right to prepare a response to be attached to the warning or reprimand in the personnel file. ~~within 10 days (See Section 9.3).~~

c. Suspension Without Pay

No employee shall be suspended without pay for more than fifteen (15) working days during the school year. A suspension without pay will not change the employee's seniority date.

10.2.1 Skipping Escalation of Progressive Discipline Steps

No step in the progressive discipline process shall be skipped unless the alleged conduct is of such severity that immediate escalation is justified. In such cases, Human Resources shall:

- a. Provide the unit member and the Association with a written explanation of the reasons for bypassing previous steps
- b. Afford the unit member a meeting to respond to the allegations prior to the issuance of the proposed disciplinary action
- c. ~~Disciplinary actions taken without compliance with this provision shall be subject to the grievance procedure as set under Article 7~~

10.3 Notice of Suspension

Notice of Suspension will be in writing and served in person or by certified mail. A copy will be concurrently provided to the Association President. The Notice of Suspension will contain:

- a. A statement of the specific acts or omissions upon which the action is based.
- b. A statement of the cause(s) for the recommended action.



- c. Where applicable, the Education Code section, policy, rule, regulation, or directive violated.
- d. The penalty recommended and the effective date of the suspension.
- e. Where applicable, a copy of documentary evidence.
- f. A statement of the employee's right to appeal the suspension.

10.4 Confidentiality

Information regarding actual or recommended disciplinary action shall be kept as confidential as possible.

10.5 Right to Appeal Decision

- a. Any dispute regarding a suspension without pay may be appealed to Level II of the Grievance/Skelly hearing before the Assistant Superintendent – Personnel Services and/or designee. The employee may be accompanied by an Association representative at this appeal and may present orally or in writing any facts or argument supporting the employee's position. The Assistant Superintendent – Personnel Services and/or designee may sustain, modify or overturn the suspension and will issue a Skelly decision/Level II response within ten (10) days.
- b. If the Assistant Superintendent – Personnel Services and/or designee denies the grievance and sustains the recommendation to suspend the employee without pay, the suspension shall be imposed. Within ten (10) days of the decision of the Assistant Superintendent – Personnel Services and/or designee to sustain a suspension without pay, the employee may ask that the Association submit the appeal to binding arbitration in accordance with Section 7.5 of the Grievance Procedure to determine whether there was just cause for imposition of the suspension. As the Arbitrator has the authority to issue a make whole remedy, the arbitration may be conducted after the suspension has been served.

10.6 Credibility Assessment

The Office shall not include credibility assessment during a complaint or investigation process unless required by law. ~~When credibility assessments are used, they must comply with applicable legal standards.~~

The Association representative and the unit member shall be informed in writing prior to the issuance of any investigative report if a credibility assessment ~~is to be~~ has been utilized as part of the process.

~~Any credibility assessment employed shall be subject to the following limitations:~~

- ~~a. The assessment shall not violate any rights afforded to the unit member under applicable law, this Agreement, or SCCOE policy.~~
- ~~b. a~~ The assessment shall not serve as the sole basis for any investigative finding absent corroborating evidence. ~~The assessment shall not be based on abstract and subjective factors such as a unit member's demeanor, personality etc. The assessment shall not rely on unrelated, past, unsubstantiated, or anonymous claims. Improper use may include the incorporation of unrelated or unsubstantiated prior complaints, subjective character opinions, or use of anonymous information not verified by corroborating evidence.~~

Credibility assessments shall not rely upon subjective or immaterial factors, including but not limited to demeanor, tone, personality, unrelated or past complaints, or unverified anonymous claims. Discriminatory or biased assumptions based on demeanor, communication style, or other subjective characteristics are expressly prohibited.
- ~~c. The assessment shall not rely upon, or incorporate, discriminatory or biased assumptions based on demeanor, tone, communication style, or other subjective characteristics.~~
- ~~d. b.~~ Only credibility assessments that are evidence-based and validated for reliability and fairness may be utilized. The criteria used shall be disclosed to all parties involved.



- a. c. Credibility assessments shall be conducted and/or interpreted only by individuals with appropriate training, expertise, and impartiality.
- e. ~~The use of a credibility assessment shall not be retaliatory, coercive, or punitive in nature, and shall not be used in any disciplinary process against the unit member~~
- d. The unit member shall be afforded the opportunity to review and respond to the results of any credibility assessment prior to the finalization of the investigative report.

~~The Association shall have access to the rubric used and all documentation relating to credibility findings. Any findings based on biased or procedurally unfair assessments shall be subject to grievance under Article 7. Where appropriate, the Association shall seek arbitration if a credibility assessment has harmed the professional standing or evaluation record of a member, in accordance with California Education Code 44932 and legal standards for workplace due process.~~

A handwritten signature in blue ink, consisting of a stylized 'C' followed by a series of loops and a final flourish.

ARTICLE 21 - TEACHER RESOURCE SERVICES AND BASIC SUPPLIES

v4 SCCOE to ACE 02/06/2026

v3 ACE to SCCOE 11/21/2025 10:15 AM

v2 SCCOE to ACE 11/18/2025 9:30 AM

v1 ACE to SCCOE 10/21/2025 1:15 PM

21.1 The teacher resource center will continue to provide support to unit members in the area of instructional services.

21.2 The Office shall provide, prior to the first arrival day for students, for that classroom basic educational and health-related materials and supplies necessary. An adequate classroom includes, but is not limited to, an enclosed “workroom” available for all days that students are in attendance. Basic safety items may vary with severity and age of students, but should include a first aid kit.

21.3 The principal or coordinator and unit member shall identify, prior to July 15th, equipment and material needs for a new site. In the event the site is not ready to receive students as cited above, the principal or coordinator should provide alternative plans. ~~All unit members shall receive an annual supply allocation to be used for purchasing instructional materials and supplies necessary to support students on their caseloads. The amount given shall never be less than \$500.~~

21.4 Necessary furniture and safety equipment (as deemed necessary to meet the behavioral and medical needs of the students based on their IEP) shall be obtained as expeditiously as possible or within 60-30 60 days.

21.5 The Office is not to be held responsible for materials which do not arrive in time for the opening day of classes through no fault of the Office.

FOR SCCOE:

Signed by:

Roger D. Gallizzi

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Interim Associate Superintendent PS

2/6/2026 | 2:20 PM PST

FOR ACE/CTA

Signed by:

Riju Krishna

584536B8C7A64F2...

President, ACE

2/6/2026 | 7:04 PM PST

DocuSigned by:

Adhithyan

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CTA, PCS

2/8/2026 | 9:40 PM PST