

Santa Clara County  Office of Education

AGREEMENT

Between the

**OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS**

and the

**ASSOCIATION OF COUNTY EDUCATORS/
CALIFORNIA TEACHERS ASSOCIATION**

July 1, 2011 – June 30, 2014

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ARTICLE 1--RECOGNITION

1.1 **Recognition**

The Santa Clara County Office of Education, hereinafter referred to as Office, confirms its recognition of the California Teachers Association Chapter of the Santa Clara County Office of Education, 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, Preschool Services Permit teachers, and teachers on special assignment. The following are specifically excluded from the unit: all management, supervisory, confidential, classified, program specialist, psychologist, and social worker positions.

ARTICLE 2--TERM OF THE AGREEMENT

2.1 **Term of the Agreement**

This Agreement shall remain in full force and effect from July 1, 2011 up to, and including, June 30, 2014.

ARTICLE 3--OFFICE RIGHTS

3.1 The Office, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself all rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California, except as specifically abridged, granted, or modified by this Agreement.

3.2 **The Office retains and reserves unto itself the following rights:**

- a. To determine and administer policy.
- b. Subject to the provisions of the law, to hire all employees and to determine their qualifications and the conditions for their employment.
- c. To determine the number and kinds of personnel necessary for the efficient operation of the Office and to direct their activities.
- d. To determine the curriculum.
- e. To build, move, modify, or close the facilities.
- f. To develop and administer the budget.
- g. To determine the methods of raising revenue.
- h. To operate the Office's programs, the schools, the management and administrative control of the programs operated by the Office, its properties and facilities, including, but not limited to, innovative and experimental exploration in the field of education and experimental and private investigation of new educational programs.

ARTICLE 4—ASSOCIATION RIGHTS

4.1 Right to Join

The Office agrees that every unit member employed in the bargaining unit shall have the right to freely support and/or join or not to join the Association for the purpose of engaging in collective bargaining or negotiations with the Office. The Office undertakes and agrees that it shall not directly discourage, deprive, or coerce any unit member in the enjoyment of any rights implied by the cited government codes or other laws in California, the Constitution of California, or that of the United States.

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.

b. No Discrimination

The Office reaffirms that it shall not unlawfully discriminate against employees on the basis of race, color, creed, age, sex, national origin, marital status, sexual orientation, or disability as defined by state and federal law. An employee may seek redress of an alleged act of discrimination through the grievance process and procedure included in this Agreement; however, if an alleged discrimination charge is filed with a governmental agency or court of law, the grievance shall be placed in abeyance until the governmental agency has finished processing the charge or one (1) year has elapsed, whichever comes first. If the grievance is in abeyance, the timelines are considered tolled.

c. No Discrimination on Account of Association Activity

The Office affirms that bargaining unit employees shall not be discriminated against because of protected Association activities. The Office recognizes that the grievance procedure contained in this Agreement may be utilized if a bargaining unit employee alleges an act of discrimination based on Association membership or lawful Association activities.

4.3 Names of Unit Members

The Office shall, by October 15th of each school year, furnish to the Association, without charge, an accurate list of unit members by name, home address, and current work site unless that unit member has requested the Office, in writing, not to disclose the home address to the Association. The Office shall send a copy of those written requests to the Association. Once such a written request is made, the Office shall comply with Board Policy and any applicable law with respect to the release of home addresses. The Office shall continue to provide the Association with the monthly personnel status report including name changes, site changes, and changes of address by the 15th of each month. The Association agrees to use such information for internal organizational purposes only and agrees not to disclose this information to a third party.

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.

4.5 Distribution of Notices

In order to conform with the U.S. Supreme Court decision governing postal regulations and union use of an employer's internal mail system, the Association may not use the internal mail system (pony) except for joint Association-Office communications.

The Association may use the school mailboxes and bulletin board spaces designated by the immediate supervisor of the person distributing notices, subject to the following conditions:

- a. All postings for bulletin boards or items for school mailboxes must identify the date of posting or distribution and the name of the organization.
- b. A notice or copy of each posting or distribution must be delivered to the immediate supervisor at the time of posting or distribution.

4.6 Board Meetings

One unit member shall be given release time to attend scheduled meetings of the Santa Clara County Board of Education. Said member shall be selected by the Association on a quarterly basis and his/her name shall be forwarded to the Chief Human Resources Officer and/or designee.

The President of the Association shall receive one (1) copy of the complete agenda and minutes of all Board of Education meetings with the exception of minutes of closed sessions or other confidential communications or materials. The Association representative may address any items on the Board agenda in the manner and procedure provided by applicable Board policies.

4.7 Access to Materials

The Association shall also have reasonable access, in accordance with Board policy to other lawful and non-confidential materials necessary to conduct lawful Association business such as, but not limited to, the Office budget.

ARTICLE 5 – MEMBER RIGHTS

5.1 **Special Education**

DIS staff with more than one site shall sign into and out of the site in order to create a log of physical attendance.

5.2 **Substitute Notification**

Classroom teachers will be notified by the cluster office whenever a substitute is not available for an absent colleague.

5.3 **Evaluation Input – Paraeducators**

Classroom teachers shall provide input to their immediate supervisor about the performance of the paraeducators in their classrooms; however, teachers are not responsible for evaluating their paraeducators.

5.4 **Reimbursement**

Unit members shall be reimbursed for travel expenses incurred while conducting business for the Office or in the normal performance of their duties, in accordance with AR 4170.

5.5 **Additional Responsibilities**

Staff shall notify their supervisor when, for reasons outside of the control of the member, additional responsibilities arise during the member's duty-free lunch or occur after the workday. An agreed-upon plan for covering the additional responsibilities occurring during the duty-free lunch shall be put into place.

ARTICLE 6 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

6.1 Dues Deduction – Authorization

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Office an assignment authorizing deduction of combined membership dues, initiation fees, and general assessments made by the Association. Such authorization shall continue in effect during the term of this Agreement unless revoked in writing during the thirty (30) calendar day period immediately following the ratification and/or adoption of this Agreement. Pursuant to such authorization, the Office shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. 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.

6.2 Maintenance of Membership

All unit members covered by this Agreement who are members of the Association on the dates such Agreement is ratified and adopted, or who hereafter become members during the term of this Agreement, must retain their membership in the Association for the duration of this Agreement by offering to pay the regular initiation fees, dues, and assessments levied against similar members in the unit, except that any unit member may resign from the Association during the thirty (30) calendar day period immediately following the ratification and/or adoption of this Agreement. Unit members who were members of the Association when the collective bargaining agreement was ratified and who were subsequently laid off and re-employed must, upon re-employment, maintain their membership in the Association for the duration of this Agreement. Such maintenance of membership shall be guaranteed utilizing the provisions of Government Code Section 3540.1(i) (1).

6.3 Payment of Sums

With respect to all sums deducted by the Office pursuant to authorization of the unit member, the Office agrees to promptly remit such monies to the California Teachers Association on a monthly basis, accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

6.4 Association Cooperation

The Association agrees to furnish any information needed by the Office to fulfill the provisions of this Article.

6.5 Deductions – Other Purposes

Upon appropriate written authorization from any unit member, the Office shall deduct from the salary of that unit member and make appropriate remittance for annuities, credit union deductions, savings bonds, charitable donations, insurance, or any other plans or programs jointly approved by the Association and the Office.

6.6 Payroll Deductions—Authorization

A unit member who revokes an authorization for the payroll deduction of membership dues shall remain liable for the payment of such dues and shall transmit them to the California Teachers Association no later than October 15th of any given year or forty-five (45) days after employment, whichever is later.

6.7 Agency Fee Procedures

- a. Any bargaining unit member who is not a member of the Association, or who does not make application for membership 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 in an amount equal to unified membership dues, 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 accordance with Section 6.1 of this Article. The Association shall be the sole determiner of dues. Upon request, the Association shall rebate the difference between the amount of dues and the amount of the service fee.
- b. Unit members have the right to pay the service fee directly to the Association; however, if the Association notifies the Office that the unit member has not paid the fee or authorized a payroll deduction, the Office shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this Article. Effective beginning with the 1987-88 school year, those who choose to pay directly to the Association will pay the annual dues by September 7th.
- c. 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 CTA/NEA/ACE as a condition of employment. Such members shall contribute an amount equal to the service fee (total of local, state, and national dues) to one of the following recognized charities:
 1. The Foundation to Assist Teachers
 2. The American Cancer Society
 3. The American Heart Association
 4. The United Way

Proof of payment and a written statement of objection, along with verifiable evidence of membership in the above-described religious body, shall be made on an annual basis to the Association as a condition of continued exemption from the provisions stated in 6.1 through 6.6

above. Proof of payment shall be in the form of a receipt or canceled check indicating the name of the organization, the amount paid and date the payment was made. Such proof shall be presented on or before October 1st of each school year.

- d. Any unit member making payments as described in section "c" above and who requests CTA representation with grievance or arbitration provisions of this Agreement on his/her behalf, shall be responsible for paying the reasonable cost of using said procedure.

6.8 Legal Costs

The Association agrees to pay to the Office all attorney's fees and legal costs incurred in defending against any claim of any nature, including any court action and/or administrative action before the Public Employee Relations Board challenging the legality or constitutionality of the Fair Share provisions of this Agreement or their implementation. The Association shall have the right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 7—GRIEVANCE

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—the direct supervisor having jurisdiction over the grievant and who has been designated to adjust grievances.
- 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) 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 seven (7) 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, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
- c. Department head/program manager shall communicate a decision to the unit member in writing within seven (7) 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, he/she 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, the decision rendered, and a clear, concise statement of the reasons for the appeal.
- 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. If the request is approved, the Association shall submit grievances to arbitration by giving written notice to the Office within ten (10) days after the date the grievant's request is made of the Association. The date the request is made of the Association by the grievant shall be the date the written request is postmarked or personally delivered to the Association.
- b. Within seven (7) 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 lot.

- 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 his/her 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 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.
- 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 they choose to make it public.
- e. The Association, either in its own behalf or in 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 he/she presently has.
- 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 within the time limit specified. If a decision is not given to the grievant within the time limit, an appeal may be taken to 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 his/her name shall be sent in writing to the Chief Human Resources Officer and/or designee. The Association grievance representative shall notify his/her 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 three (3) days of the dispute.

ARTICLE 8—EVALUATION PROCEDURES

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.

8.2 Definitions

a. Goals and Objectives

Goals and objectives (sometimes referred to as Stull objectives) refer to the personal 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.

b. Classroom Observation

The classroom observation is a personal observation of a unit member serving as a classroom teacher by the unit member's primary evaluator or other administrator (a principal, a program manager or a program director). Each classroom observation will be followed by a written observation report. The classroom observation and observation report is not the evaluation; however, it is part of the evaluation process and forms a basis for the evaluation.

c. Evaluation

The summative evaluation report is given to the unit member no later than thirty (30) days prior to the last day of school for that unit member.

d. Teacher Assistance Plan

A Teacher Assistance Plan is a written assistance program with timelines to assist a unit member who voluntarily requests such assistance or for whom remediation is recommended by the unit member's primary evaluator.

e. Primary Evaluator

Ordinarily, the primary evaluator shall be the unit member's immediate supervisor. For itinerant teachers, there will be one (1) site administrator designated as the primary evaluator.

8.3 Persons Subject to Evaluation

- a. 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) and whose previous evaluation was satisfactory (meeting or exceeding standards) shall be evaluated by his/her

- primary evaluator at least once every five (5) years. A unit member who has transferred to a different work site from the site where the unit member was based in the preceding year will ordinarily be subject to evaluation even if the unit member was evaluated during the preceding year.
- b. Every permanent unit member who has been employed by the Office for less than ten (10) years shall be evaluated by his/her primary evaluator at least once every other school year. A unit member who has transferred to a different work site from the site where the unit member was based in the preceding year will ordinarily be subject to evaluation even if the unit member was evaluated during the preceding year.
 - c. Every temporary, probationary and non-tenured certificated employee (e.g. nurses, counselors, ROP teachers and other non-classroom teachers) and any permanent employee who received an overall unsatisfactory evaluation during the previous year, shall be evaluated by his/her primary evaluator in writing at least once a year.

8.4 Basis for Evaluation

The evaluation is to be based on the California Standards for the Teaching Profession, as modified for the teaching of students with special needs.

8.5 Goals and Objectives

- a. Permanent unit members who received a satisfactory evaluation in the preceding school year are not required to submit goals and objectives. The primary evaluator shall schedule a conference with the unit member 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.
- b. 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 program director's decision will be final.
- 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 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 being evaluated 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 substantially the entire unit of instruction or entire period.
- d. Each formal scheduled classroom observation shall be preceded by a face-to-face meeting between the evaluator and evaluatee, 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 three (3) formal scheduled classroom observations will take place prior to the issuance of an overall unsatisfactory evaluation.
- g. Classroom observations may be made by more than one administrator provided that an administrator who is not the primary evaluator has discussed the goals and objectives with the evaluatee 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 components of the evaluation process, and comments identified may be incorporated into the final summative evaluation. The evaluator is expected to meet with the unit member to discuss each unscheduled classroom observation within five (5) working days unless this conference is extended by mutual agreement. Any concerns 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.
- 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 file. After ten (10) days, the observation report may be placed in the file.

8.7 The Evaluation

- a. The evaluator shall provide the unit member with the final summative evaluation report on or before thirty (30) calendar days prior to the last day of the unit member's school year.
- b. At the time the evaluation report is given to the unit member, or as soon as thereafter as possible, the primary evaluator and the unit member shall have a face-to-face conference to discuss the evaluation. The unit member has the right, upon prior notification to the evaluator, to have a representative of the Association present at the evaluation conference. During this meeting the unit member shall have an opportunity to identify any mitigating circumstances which may have affected student progress.
- c. Any issues of concern which are included in the evaluation shall have been previously discussed with the unit members; there should be no surprises in the evaluation. The evaluation should include positive recognition of quality teaching performance or professional performance observed by the evaluator. Dates of classroom observations and conferences shall be included in the evaluation, and the classroom observation reports shall be attached to the evaluation.
- d. The evaluation shall be shown to the unit member before it is placed in the unit member's personnel file, and the unit member shall be given an opportunity to review and attach comments to the evaluation with a ten (10) day period prior to it being placed in the evaluation file.
- e. The unit member's signature on the evaluation shows that the unit member has received the written evaluation and does not necessarily indicate agreement with the contents of the evaluation.

- f. The evaluation of first-year temporary and probationary unit members shall focus on 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).
- g. 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.
- h. The evaluation of permanent three (3) years or more with the Office unit members shall encompass all six (6) standards. Permanent unit members who were evaluated as exceeding standards (or innovative and imaginative) may opt to submit a portfolio or to do a special project in lieu of classroom observations.

8.8 Teacher Assistance Program

- a. If the unit member receives an overall unsatisfactory evaluation, the unit member shall be referred to the PAR program to work with a consulting teacher in accordance with the provisions of Article 25. In addition, the evaluator shall prepare a written teacher assistance program with specific timelines and strategies. These timelines and strategies which are developed shall be appropriate to each individual situation. Factors which may impact the situation may include, but are not limited to, severity of the situation and availability of resources. Timelines and strategies include the following:
 - 1. Identification of the specific deficiencies
 - 2. Program of assistance
 - 3. Specific expectations
 - 4. Method for reassessment
 - 5. Date by which deficiencies and performance must be corrected
- b. The unit member and the evaluator will have a face-to-face meeting to discuss and review the teacher assistance plan before it is implemented. At the agreed-upon reassessment period, the unit member and the evaluator will have another meeting to reassess the progress of the unit member. At that time the evaluator may require the unit member to continue on a teacher

- assistance plan or may notify the unit member that the unit member has progressed to the point that he/she no longer requires a teacher assistance plan.
- c. The teacher assistance plan may include, but shall not be limited to: weekly meetings with the evaluator to review the unit member's lesson plans, having an administrator or peer coach model a lesson for the unit member, providing the unit member with release time to observe another class, or attendance at in-service training or other applicable courses. If the evaluator requires the unit member to take a specific training course or in-service for which there is a fee, the Office shall pay for the cost of the required training.

ARTICLE 9—PERSONNEL FILES

9.1 Personnel Files

Human Resources shall maintain all permanent records for all unit members in the personnel file. Within each member's file there shall be three folders:

- a. The personnel folder for employment data
- b. The evaluation folder for all performance related data
- c. The transcript folder
- d. Human Resources shall maintain a personnel file for each unit member. The unit member should be notified of the date when any derogatory material will be placed in the personnel file. The unit member has the right to prepare written comments in rebuttal to the derogatory material and to have those comments attached to the derogatory materials in the personnel file. The unit member shall be given an opportunity during the workday, when the unit member is not responsible for students, to initial and date the derogatory material and to prepare a written response. If the unit member furnishes the Office with a written response within the ten (10) day period before the derogatory material is placed in the personnel file, the unit member's response shall be attached to the material when it is placed in the file.
- e. Upon authorization by a unit member, a representative of the Association shall be permitted to examine and/or obtain copies of materials in that unit member's personnel file. The unit member or unit member's representative shall make an advance appointment with Human Resources to examine the personnel file. One copy of all material in the personnel file relating to job performance within the preceding four (4) years shall be furnished to the unit member, upon request, without charge. The unit member may obtain additional copies for a reasonable charge.
- f. The personnel file, including the evaluation file within the personnel file, shall be confidential. Administrators or agents of the Office shall have access to the personnel file only on a need-to-know basis. There will be a log maintained in the front of each personnel file, and any person, except for Human Resources personnel, who reviews the file, shall sign the log. Access to the files shall be limited to the following on a need-to-know basis:
 1. Unit member
 2. Unit member's designated representative
 3. Immediate supervisor

4. Department head
 5. Chief of respective branch
 6. Human Resources
 7. Administrative hearing officer
 8. Court order
 9. Superintendent/designee or legal counsel for the Office
- g. The Office shall take reasonable steps to protect the confidentiality of personnel file information stored on disks or on a hard drive. Information stored on a hard drive shall be secured so that access is limited, and information stored on disks shall be converted to hard copy and shown to the unit member according to the procedures in this article or destroyed within twelve (12) months.

9.2 Evaluation Folder

- a. A separate folder for evaluation documents (Stull goals and objectives, classroom observation reports, conference summaries, and summative evaluations) shall be kept within each unit member's personnel file.
 1. Only three copies of the Stull Bill goals and objectives shall be maintained: one for the evaluatee, one for the employee's personnel file kept by Human Resources and a third copy for the employee's immediate supervisor. During the school year, the evaluator shall maintain his/her copy in a secure location. The third copy of the Stull Bill goals and objectives, and a third copy of the most recent evaluation shall remain with the employee's immediate supervisor for a period not to exceed one (1) year from the date of the final evaluations. Copies one and two are permanent records. When the summative evaluation has been completed, and the unit member has had an opportunity to attach a rebuttal within the ten (10) days, the evaluator shall send the Office's copy to Human Resources.
 2. The Office's copy of all formal evaluation forms shall be placed in the working evaluation folder maintained by the evaluator during the school year, along with other documents which might have bearing upon the evaluation. The Office shall not base any adverse action against a unit member based upon the materials in the evaluation folder unless the documents were placed within the folder in accordance with the contract and unless the unit member has been given an opportunity to review the material to comment thereon.

- b. The evaluation folder shall not include ratings, reports or records which were obtained prior to the unit member's employment with the Office. Evaluation folders shall not contain references to the unit member's personal or political activities.

9.3 Written Reprimands

A written reprimand based upon an act or omission by the unit member shall be placed in the personnel file within a reasonable period of time following the incident, provided that the unit member has had an opportunity to review the material and to comment thereon. The reasonable period of time following the incident shall be for the purpose of investigating the incident, but shall not exceed thirty (30) days, unless there is mutual agreement to extend the period. If the administrator investigating the incident concludes there is no basis for the allegations, no reprimand will be placed in the file. If the administrator concludes there is a basis for the allegation, despite the unit member's denial, the reprimand shall be placed in the personnel file after the unit member has been shown the reprimand and given an opportunity to attach a rebuttal within ten (10) days.

Letters of reprimand shall be placed in the personnel file rather than in the evaluation folder and do not need to be held until the end of the evaluation period; however, an incident which is both misconduct and performance-related may be referred to in the summative evaluation as well as in the letter of reprimand provided the unit member has been provided the right to review and comment on the material.

ARTICLE 10 – DISCIPLINE PROCEDURES

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.

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 Warning

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

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 (See Section 9.3).

c. Suspension Without Pay

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

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 Chief Human Resources Officer 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 Chief Human Resources Officer 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 Chief Human Resources Officer and/or designee denies the grievance and sustains a recommendation to suspend the employee without pay, the suspension shall be imposed. Within ten (10) days of the decision of the Chief Human Resources Officer 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.

ARTICLE 11—COMPLAINT PROCEDURE

11.1 **Submission**

A complaint, charge or allegation by a parent or community member against a bargaining unit member should be submitted to the immediate supervisor and dated as received. The supervisor will determine whether the complaint is of such nature or severity that the complaint should be reduced to writing and investigated. The supervisor may assist the parent in preparing a written complaint if illiterate or disabled. The complainant should be requested to include the name of each employee involved, the date of the incident, and a brief, but specific summary of the complaint. The Office shall investigate the complaint. Normally, the investigation should be completed within thirty (30) days; however, if the investigation must be extended, the Office will notify the Association.

11.2 **Notification**

Unless extenuating circumstances exist, in which case the Association shall be notified, the administrator investigating the complaint will first discuss the charge or allegation with the affected unit member. Areas of concern about either alleged misconduct or performance should be discussed with the unit member in a face to face meeting within five (5) workdays of the time the supervisor observed the problem or learned of the facts giving rise to the concern. If the unit member is impaired in such a manner that immediate removal from the classroom is necessary, the administrator may proceed with the investigation and postpone the discussion with the unit member until the unit member is competent to respond.

11.3 **Representation**

A bargaining unit member has the right, upon request, to have an association representative present at an investigatory meeting with an administrator.

11.4 **Investigation Process**

The administrator investigating the complaint should interview the complainant, the unit member against whom the complaint is lodged, and other witnesses or potential witnesses. When the investigation has been completed, the administrator conducting the investigation will notify the unit member in writing of his/her conclusions resulting from the investigation.

11.5 **Unresolved Complaints**

If the complaint remains unresolved after review by the immediate supervisor, the supervisor investigating the complaint shall refer the complaint, along with a report and analysis of the situation to the program director for resolution. A copy of this report shall be provided to the employee against whom the complaint is lodged. Should the investigation take more than fifty (50) working days, the Office will notify the Association to request an extension.

11.6 Written Response

The unit member shall be given an opportunity during the workday when the unit member is not responsible for students to initial and date the report of the investigation and to prepare a written response. If the unit member furnishes the Office with a written response within the ten (10) day period before the report is placed in the personnel file, the unit member's response shall be attached to the report when it is placed in the file.

ARTICLE 12—TRANSFER, REASSIGNMENT, MODIFICATION, POSITION CHANGE

12.1 Definitions

- a. A transfer refers to action which results in a movement of a unit member from one site to another within the same Office-approved job description. A transfer may be Office initiated or employee initiated.
- b. A reassignment is a change in age/grade level, a change in subject matter, or in functioning level of students at the same site, or movement from one Office-approved job description to another. A reassignment may be Office initiated or employee initiated.
- c. An assignment modification is the addition/deletion of classes and/or sites made to the existing assignment during the school year.

12.2 Administrative Transfers, Reassignments, and Assignment Modifications

- a. Transfer, reassignment, or assignment modification of a unit member may become necessary to meet workload, conditions, instructional requirements, facility changes, or for other valid reasons.
- b. All unit members shall be given notice of their site, class, subject, building and room assignment for the forthcoming year no later than May 15th. In cases where facilities or budgets have not been finalized, unit members shall be notified of these problems by June 15th, and assignments shall be made at least fifteen (15) calendar days prior to the commencing of their assignment for the year. If there are unforeseen facility difficulties and the unit member is informed after June 15th, but before the fifteen (15) calendar-day minimum for assignments, a letter outlining the difficulties shall be included with the assignment. The Office will notify the unit member and may transfer, reassign, or modify the assignment of the unit member.
- c. Administrative transfers, reassignments, or assignment modifications may be made for any of the following reasons:
 1. If the enrollment of a school does not meet the projection by September 30th, or decreases at any time to the extent that the number of assigned unit members must be reduced, the process shall take place in the following priority:
 - a) Long-term substitutes or temporary employees are to be transferred first;
 - b) The Office will ask for volunteers;
 - c) If there are no volunteers, the least senior (based on Office-wide seniority) probationary or permanent employee at the site next;

- d) If there are specific grade level or subject field needs, then the principal or program manager may designate the least senior unit member assigned to the grade level or subject area that shall be transferred or reassigned, or assigned a position change.
2. A unit member who has received a formal evaluation of weak or unsatisfactory service in any position may be transferred, reassigned, or his/her assignment modified in order to provide a reasonable opportunity for improvement. However, the possibility of such a transfer, reassignment, or assignment modification must be discussed with the individual at the time of the evaluation. In addition, the evaluator must specify how a specific change will be expected to aid in the improvement of the unit member's performance and shall notify the unit member of this in writing.
 3. When a new site or program is opened, transfers, reassignments, or assignment modifications may be based on the needs of the new site or program.
 4. A unit member may be transferred, reassigned, or his/her assignment modified if the new site or program has greater need of his/her specialized service than does his/her current site or program of assignment.
 5. When a lease is not renewed, a site is closed or available space is reduced, a unit member(s) may be transferred. If available space is reduced or there is a staffing overage for any reason, the Office will first ask for volunteers. If there are no volunteers, the Office will transfer the least senior employee at the site (based on Office-wide seniority) whose transfer will not impact the program based on the employee's credential.
- d. When a transfer, assignment modification, or reassignment by the principal, coordinator or program manager has been decided upon, the unit member involved shall be notified in writing immediately of the reasons for the transfer, assignment modification or reassignment by the principal, coordinator, or program manager. The unit member has the right to meet and discuss his/her objections with the principal, coordinator, or program manager. These objections shall also be presented in writing. If no mutual agreement is reached, the unit member has the right to appeal to the department head.
 - e. A unit member may be transferred or reassigned or his/her assignment modified at any time, if it does not impose an unreasonable hardship upon the unit member.

However, any unit member contending that a particular transfer, assignment, modification, or reassignment would be an unreasonable hardship shall file a written appeal with the department head. The department head shall set up a meeting with the unit member, a representative of the

- Association, and any other witness who could provide testimony or information that would prove helpful to the resolution of the dispute. The decision of the department head shall be final, in writing and addressed to the principal parties. The transfer, assignment modification, or reassignment shall not take place until after the department head has rendered a decision.
- f. The procedure for unit members receiving a transfer or reassignment shall be:
1. For involuntary moves from one site to another during the school year, the teacher will be paid a stipend of \$350 in recognition of the extra time the teacher will need to spend packing and unpacking (Office will move everything).
 2. If the teacher is involuntarily moved for the summer session, but the teacher will be returning to the teacher's classroom for the next school year, the teacher will be given up to eight (8) hours of paraeducator time to be used at the teacher's discretion for packing, unpacking and setting up the summer school class.
 3. If the teacher moves involuntarily in the summer and will not be coming back to the same classroom the next school year, the teacher will be paid a stipend of \$350.
 4. If a teacher is involuntarily transferred because the class dissolves and the students are dispersed to other classes, the teacher will have two contract days without students to pack and unpack and will be given up to eight (8) hours of paraeducator time, to be used at the teacher's discretion to assist with packing, unpacking and setting up the new classroom.
- g. Moves Due to Remodeling
- The parties recognize that certain classes will be moved out of their facilities temporarily during remodeling and then moved back. Remodeling is an issue separate from an involuntary transfer; therefore, the involuntary transfer procedures in Section 12.2(f) do not apply. A plan to manage the packing, moving and unpacking will be based on the needs at the site and will likely include additional paraeducator time and custodian time to assist the teacher with the move.
- h. Transfers, reassignments, modifications, or position changes shall not be made in an arbitrary or capricious manner.
- i. If new sites are established which require a unit member to travel an excessive distance or amount of time, the unit member may request a meeting with the department head to make special arrangements. If mutual agreement cannot be reached, the matter shall be referred to the Chief Human Resources Officer and/or designee for adjudication.

12.3 Voluntary Transfers and Reassignments

- a. The filing of a request for transfer or reassignment shall be without prejudice to a unit member and shall not jeopardize his/her present assignment. No transfer, reassignment, or position change shall be denied on the basis of race, creed, color, sex, national origin, or sexual orientation. There is no stipend paid for moves from one site to another because of a voluntary transfer request that is granted.
- b. Head Start, Early Head Start and State Preschool teachers shall be granted interviews for any openings in the federally-funded programs, whether their current position is in a state-funded or federally-funded program.

12.4 Procedures for Filling Vacancies – Current School Year

- a. Administrative transfers due to staffing overages, performance plan requirements, facilities changes or program changes shall take precedence over voluntary transfer requests.
- b. Positions that become vacant prior to March 1st shall be posted for at least eight (8) days, internally and externally. Unit members who have applied in writing will be given priority consideration.
- c. Positions that become vacant prior to March 1st may be filled on a temporary basis for the remainder of the school year. If still available, these positions will be posted for the following school year.
- d. If more than one (1) employee requests a transfer to a particular vacancy, the Office will consider the employee's credentials, qualifications, experience and skills. If those factors are substantially equal, the most senior employee (based on Office-wide seniority) shall be given first consideration.
- e. If the Office is unable to fill a vacancy or vacancies by transfer request, the Office will next offer the vacant position to an employee with the appropriate credential and qualifications on a reemployment list.
- f. After considering transfer requests and honoring reemployment rights, the Office will consider outside applicants.

12.5 Procedures for Filling Vacancies – Open Transfer Period

- a. A listing of the anticipated vacancies for the following school year shall be distributed by February 15th. Each unit member may request a transfer or reassignment by submitting the proper form to Human Resources no later than February 28th. The unit member may indicate interest in

- up to three specific positions from the Open Transfer List as well as three other, nonspecific positions.
- b. Employees who submit transfer requests by February 28th shall be given priority consideration during the period from March 1st to March 15th; however, if there are layoffs of unit members, voluntary transfer requests will not be considered until after a bid board is held for employees whose positions have been eliminated, but who are not being laid off due to seniority. If more than one (1) employee requests a transfer to a particular vacancy, the Office will consider the employee's credentials, qualifications, experience and skills. If those factors are substantially equal, the most senior employee (based on Office-wide seniority) shall be given first consideration.
 - c. The Office may fill positions from requests received during the Open Transfer Period without going through the interview process. This includes vacancies created by the movement of unit members during the Open Transfer Period.
 - d. If the Office is unable to fill vacancies through specific transfer requests or nonspecific requests submitted during the Open Transfer Period, remaining vacancies may be offered to outside applicants during the month of April. If still vacant, the Office will post the vacancies internally and externally.

12.6 Procedures for Filling Vacancies – Following the Open Transfer Period

- a. Vacancies created by the opening of new sites will be posted internally and externally until filled. First consideration shall be given to unit members.
- b. Vacancies occurring between May 1st and August 31st shall be posted internally and externally until filled.
- c. If a current unit member learns after May 15th that he or she will be displaced due to an unforeseen facilities change or enrollment change, the unit member will first be offered any available options for which the unit member is qualified prior to being reassigned or transferred. A unit member who is displaced due to changes in facilities, enrollment or program and who is given an administrative transfer or reassignment will be granted priority consideration during the next Open Transfer Period.

12.7 Procedures – List of Members Transferred or Reassigned

On a monthly basis, the Association shall be provided with a list of the names of the all members of the bargaining unit who have been transferred or reassigned.

12.8 Procedures for Selecting Special Schools and Alternative Education Extended Year Assignments

The procedures for selecting Special Schools and Alternative Education assignments shall be as follows (listed in priority order):

- a. A teacher wishing to work extended year and maintain his/her own class.
- b. A permanent full-time unit member whose class was collapsed because of low attendance or for other reasons will not exist for extended year and wishes to teach has priority for a teaching vacancy.
- c. Two teachers wishing to exchange assignments for extended year may do so with the principal's prior approval.
- d. Two teachers wishing to share a job during extended year may do so with the principal's prior approval.
- e. When there are more unit members wishing to work than there are positions, the teacher assigned to the class should be the one who will best maintain classroom continuity (such as, but not limited to, experience with the particular population). If there is no clear difference between candidates, seniority shall be the determining factor. If the competing unit members have equal Office-wide seniority, the principal shall determine the assignment.
- f. Permanent and probationary unit members have assignment rights over temporary unit members who have assignment rights over long-term and day-to-day substitutes.
- g. The above assignment(s) shall be made ten to twenty (10-20) calendar days before the beginning of the first extended year session.

12.9 Procedures for Head Start, Early Head Start and State Preschool Summer Assignments (Part-Year Program)

Assignments shall be made as follows:

- a. If a specific teacher's class will be running a summer session and that teacher wishes to teach, he/she shall do so.
- b. A teacher at the site that is to be held open has priority over teachers not assigned to that site.
- c. If the classroom cannot be filled by a teacher from the site, the selection shall be made on the basis of Office-wide seniority within the Head Start, Early Head Start and State Preschool programs.

ARTICLE 13—HOURS AND WORK YEAR

13.1 Hours

In recognition of the fact that unit members are a professional group committed to fulfilling their responsibilities, including the arrival at and departure from their assignments and the continuance of their duties, and in recognition of the wide variance of programs administered by the Office, each program shall determine what the work hours are based on the length of workday hours for each of the individual programs.

13.2 Work Hours Special Schools

- a. The workday for unit members in special education programs shall be at least six and one-half (6½) hours, including a duty-free lunch of at least thirty (30) minutes, thirty (30) minutes prior to the opening bell time, and fifteen (15) minutes after the closing bell to ensure a safe departure of students.
- b. The workday for unit members teaching in special education programs located on District sites shall be determined by the host site's bell times. The parties recognize that students with special needs are legally entitled to have the same school day as regular education students at the site. The workday for unit members teaching on District sites shall include a duty-free lunch of at least thirty (30) minutes, thirty (30) minutes prior to the opening bell time, and fifteen (15) minutes after the closing bell to ensure a safe departure of students.
- c. The work hours for special education unit members shall include planning and preparation periods for those unit members who regularly had planning and preparation periods in their schedule as of July 2005.
- d. The unit member shall also be required to attend those occasional school-related functions such as back-to-school night or open house.
- e. Unit members are expected to remain on campus during the workday, except for the duty-free lunch, when the unit member is free to leave campus.
- f. Individual Educational Programs (IEP's): Normally IEP meetings are scheduled by the special education teacher. Unit members at sites with an adjusted day schedule should schedule the IEP meeting on an adjusted day during regular work hours whenever possible. The parties

understand that IEP's are required for special education students. Teachers who have special circumstances may meet with the Director of Special Education to agree on adjustments for IEP meetings.

- g. Adjusted Day for Special Education Teachers: At a site that has an adjusted day, the principal shall notify teachers of that schedule at that site by September 1st. An Adjusted Day (or collaboration day in some districts) is defined as a consistent day each week when the student day is at least one (1) hour shorter than the regular student day. These adjusted days shall be set aside for IEP duties and activities. Adjusted days shall not be used for any mandatory staff meetings unless mutually agreed upon by the members at the site or cluster.

13.3 Work Hours Alternative Education

- a. The workday for unit members in alternative education programs shall be at least six and one-half (6½) hours, including a duty-free lunch of at least thirty (30) minutes, thirty (30) minutes prior to the opening bell time, and fifteen (15) minutes after the closing bell to ensure the safe departure or orderly transition of students.
- b. Unit members assigned to teach in a community day school for which the state requires 360 minutes of instructional time, in addition to other required work time, shall be compensated by a stipend equivalent to their prorated per diem hourly rate; this stipend shall be added to their monthly pay warrant so that the unit member will not be required to submit hourly time sheets. This provision is contingent upon continued state funding of the 360-minute community day school program.
- c. The work hours for alternative education unit members shall include planning and preparation periods for those unit members who regularly had planning and preparation periods in their schedule as of July 2005.
- d. The unit member shall also be required to attend those occasional school related functions such as back-to-school night or open house.
- e. Unit members are expected to remain on campus during the workday, except for the duty-free lunch, when the unit member is free to leave campus.

13.4 Work Hours Head Start, Early Head Start and State Preschool

- a. The base workday for unit members in Head Start, Early Head Start and State Preschool programs shall be eight (8) hours including prep periods, but excluding the duty-free lunch.

- b. Part-day, Part-year Programs: Unit members teaching in the part-day, part-year (162) day double session program shall have a workday of eight (8) hours plus a half-hour duty-free lunch. The eight (8) hours includes seven (7) hours of student contact time, two relief periods contiguous to the duty-free lunch and two fifteen (15) minute preparation periods. The teacher is not required to remain with the students during the preparation periods.
- c. Full-day, Full-year Programs: Unit members in the full-day, full-year (220) program shall have a workday of eight (8) hours plus a one (1) hour duty-free lunch. During the eight (8) hours, there shall be a total of thirty (30) minutes for preparation time, and the remaining seven and one-half (7½) hours shall be student contact time. The preparation time may be scheduled in one (1) 30-minute block or two (2) 15-minute blocks. The preparation time shall be scheduled in the afternoon at a time which is not contiguous with the duty-free lunch; however, the preparation time will not be scheduled during the last half-hour of the teacher's workday. A teacher who prefers a later preparation period should request such in writing of their coordinator. The teacher is not required to remain with the students during the preparation period(s).
- d. Unit members are expected to remain on campus during the workday except for the duty-free lunch, when the unit member is free to leave campus.
- e. Unit members are required to attend occasional school-related functions such as orientation, open house and/or back-to-school night as a regular part of their duties.
- f. Unit members shall be compensated at prorated per diem hourly pay for required meetings which occur outside the regular workday.

13.5 Staff Meetings

- a. Unit members shall be given twenty-four (24) hours notice prior to any staff meeting. Such notice shall indicate the nature of the meeting with such specificity as to allow the staff to prepare properly.
- b. Unit members may be required to attend staff meetings beyond the regular workday not to exceed an aggregate of four (4) hours of faculty meeting time per month or two (2) hours on any given day. A unit member is not required to remain at a meeting that exceeds two (2) hours except on a voluntary basis.

c. Any formal meeting between a unit member and a site administrator shall comply with the twenty-four (24) hours advance notice rule, as well as the following:

- Adequate room coverage shall be provided for the unit member and Association representative, if necessary.
- Such a meeting shall take place during the unit member's working hours.
- Representatives of the Association and/or Administration shall be permitted to attend grievance and/or investigatory or disciplinary meetings upon request by any unit member and/or administrator.

13.6 Preparation Period – Substituting

Unit members who teach in a departmentalized program with preparation periods shall not be required to substitute during their preparation period. Any teacher who is required to substitute during his or her preparation period shall be compensated at a pro rata hourly rate.

13.7 Nurse-Student Caseload

The Office and the Association agree that nurses' caseload should be assigned as equitably as possible. The nurse who has concerns about his/her assignment shall have the right to consult with the Director of Special Education about the assignment(s) in an effort to resolve such concerns.

13.8 Regional Occupational Program Assignment(s)

It is agreed between the parties that Regional Occupational Program unit members will have a semester-by-semester contractual agreement with the Office. At least ninety (90) days prior to the beginning of a semester, the Office will present a contractual offer of employment which will be binding upon both parties for the semester, if signed and returned within ten (10) working days by the Regional Occupational Program unit member. Any change from the preceding semester schedule will be clearly noted on the offer.

13.9 Resource Specialists Caseload

The Office and Association agree that the Resource Specialists Program's (RSP's) caseload should be assigned as equitably as possible. The parties recognize that the caseload at the Juvenile Hall and the Children's Shelter fluctuates frequently due to circumstances beyond the employer's control. An RSP who has concerns about his/her assignment shall have the right to consult with the Director of Special Education about the assignment(s) and possible adjustments in an effort to resolve such concerns.

13.10 Work Year

a. Head Start, Early Head Start and State Preschool Work Year

1. Teachers in the full-day, full-year Head Start/Early Head Start program and at State Preschool shall have a work year of 220 days. These teachers shall be placed on Schedule B.
2. Teachers in the part-day, part-year program shall have a work year of 162 days. These teachers shall be placed on Schedule B.

b. Alternative Education Department Base Work Year

1. Standard Work Year

The standard work year for unit members working in the Alternative Education Department is 185 days: 180 days of instruction and 5 non-instructional days (3 days for staff development, 1 Department In-service day and 1 preparation day). Unit members hired on or after July 1, 2010 shall work their contractual work year during the traditional school year (late August or early September to mid-June).

Any certificated employee hired on or after July 1, 2010 to work in Special Schools or Alternative Education shall have a contractual work year of 185 days with no option for a longer contractual work year. This agreement does not modify or change the rights identified in Article 12.8 or Article 19.1(g).

Unit members have the option to work a 205-day work year (Schedule D) or a 210-day work year (Schedule D). The unit member must advise the principal, in writing, of his or her work year option for the next school year no later than May 11th. Any unit member who does not advise the principal of the work year option by May 11th will remain on his or her current work year. The option selected by the unit member shall be the basis for the unit member's contracted work year and cannot be changed during the year.

Permanent unit members assigned to 220-day contracts as of July 1, 1997 shall have the right to retain those assignments as their regular contracted work year as long as they continue employment with the Office and do not voluntarily reduce their work year.

2. Non-contract Days for 205, 210 or 220-day Work Year

The unit member on a 205, 210 or 220-day work year calendar shall submit to the principal in writing his or her request for non-contract days by June 1st for the period between July 1st and

December 31st and by November 15th for the period from January 1st through June 30th. The principal shall notify the unit member by June 15th and December 5th whether the non-contract days requested have been approved. If they are not approved, the principal shall state the reasons in writing.

The following days may not be taken as non-contract days: the first two (2) weeks of student contact days or the last two (2) weeks of student contact days of the traditional school year, or staff development days or the Department In-Service day.

c. Special Education Department Work Year

1. Standard Work Year

Effective July 1, 2001, the standard work year for unit members in paid status before July 1, 2001 shall be 185 days: 180 days of instruction and 5 non-instructional days (3 days for staff development, 1 Cluster In-service day and 1 preparation day).

Any certificated employee hired on or after July 1, 2010 to work in Special Schools or Alternative Education shall have a contractual work year of 185 days with no option for a longer contractual work year. This agreement does not modify or change the rights identified in Article 12.8 or Article 19.1(g).

2. Work Year Options

Classroom teachers, nurses, resource specialists (RSPs) and DIS instructors who work in programs which have 199 instructional days and who were hired before July 1, 2010 shall have the option to work a 185-day work year or a 205-day work year. Effective July 1, 2012, these unit members shall have the option to work a 185-day or a 204-day work year. The unit member must advise the principal in writing of his or her work year option for the next school year no later than May 15th. The option selected by the member shall be the basis for the unit member's contracted work year and cannot be changed during that year. The unit member may select a different work year option each year. For employees hired on or after July 1, 2010 the work year will be 185 days.

ARTICLE 14—SAFETY

14.1 Applicability

The provisions of this article pertain to all school related duties performed by members of the unit.

14.2 Unsafe Conditions

Unit members shall not be required to work under unsafe conditions as described in state laws, regulations, and local ordinances, or to perform tasks which endanger their health, or safety, or that of those in their care.

- a. All unit members shall immediately report to their immediate supervisor any practice or condition which poses a threat to the health and/or safety of any person associated with the Office or their students. Such practices include assaults, attacks, or menace of unit members.
- b. The unit member shall, within twenty-four (24) hours, file a written report of the unsafe condition as defined in "a" above, to his/her immediate supervisor.
- c. Upon receipt of the written report, or form, from the unit member, the immediate supervisor shall submit a copy to the department head. The immediate supervisor shall initial and return a copy to the unit member.
- d. Upon receipt of the written report, the Office shall, within seventy-two (72) hours, respond with the proposed solution to the alleged violation.
- e. A joint Management/Teacher Facility Safety Committee shall meet twice a year to discuss facility safety issues. The Committee will consist of three (3) teachers: one (1) from Alternative Education, one (1) from Special Education, and one (1) from Head Start/Early Head Start; and, three (3) administrators: one (1) from Alternative Education, one (1) from Special Education, and one (1) from Head Start, Early Head Start or State Preschool.

14.3 Responsibility

It is the responsibility of the Office to effect necessary changes where the health or safety of unit members or students in their care is endangered.

14.4 Assault on Employees

Within twenty-four (24) hours, unit members shall report any cases of attack, assault, or menace of school personnel, and complete and file with their immediate supervisor on an appropriate, office provided form.

14.5 Mandatory Reporting to Unit Members

Unit members are to be informed when a student with a history of assault has entered or will be entering their classroom for instruction, when that information is available to the Office.

14.6 Classroom Supervision

A unit member may request any individual, excluding Office administrators, to leave the room if such unit member determines that the individual is presenting a threat to the health or safety or appears to be unable to perform service.

- a. Unit members shall verbally report the incident to their immediate supervisor at the first opportunity followed by a written report.
- b. Within seventy-two (72) hours of the filing of the written report, a conference shall be held with the immediate supervisor, the unit member, and the involved person if that individual is within the principal's control.
- c. If resolution cannot be reached by all parties, the department head shall, within seventy-two (72) hours, hold a meeting with them in an attempt to resolve the situation.
- d. If resolution cannot be reached at the department level, it must be forwarded to chief of the respective branch. The decision of the branch chief shall be final.

14.7 Student Transport

No unit member may be required to transport students in a privately owned vehicle except in case of an emergency.

ARTICLE 15—SABBATICAL LEAVES

15.1 Purpose

Sabbatical leaves are specifically approved in the Education Code of California to permit study or travel by a unit member which shall benefit the pupils and programs of the Office.

15.2 Eligibility

Sabbatical leaves must be preceded by at least seven (7) consecutive years of service as a regular full-time unit member of the Office.

- a. A year of service is any year in which the unit member served at least 75% of the contracted days, except job sharing unit members who must serve 75% of two (2) years.
- b. Any year in which the applicant has failed to serve 75% of the contracted days shall not be counted as an interruption of the seven (7) consecutive years.
- c. An eighth (8th) consecutive year would need to be served if any one of the seven (7) consecutive years had less service on the part of the unit member than 75% of the contracted days.
- d. Sabbatical leaves beginning within four (4) years of the applicant's retirement date shall not be approved.

15.3 Extent and Distribution of Leaves

- a. The number of unit members on sabbatical leave at any one time shall not exceed 1.5% of the total number of unit members.
- b. Sabbatical leaves may be granted for a semester during one (1) fiscal year.
- c. Sabbatical leaves shall be granted for no more than one (1) year.
- d. Sabbatical leaves shall coincide with the school year.
- e. Sabbatical leaves may be granted for a semester during two (2) consecutive fiscal years, subject to the approval of the Superintendent.
- f. Sabbatical leaves may be denied by the Superintendent if there are pending layoffs of unit members in that department.

15.4 Compensation While on Sabbatical Leave

- a. Compensation while on sabbatical leave shall be in accordance with the provisions of the Office salary schedule in effect during the period of the leave.
- b. Compensation during sabbatical leave shall be:
 1. One-half (50%) pay for a full year sabbatical
 2. Full pay (100%) for one-half year sabbatical
- c. Applicants who desire to receive salary allowance while on sabbatical leave must furnish suitable bond indemnifying the Office for any salary paid the unit member during the period of the sabbatical leave in the event the unit member fails to return to render two (2) full years of service to the Office following the termination of the sabbatical leave or in the event the unit member fails to satisfactorily carry out the program of study or the itinerary of the approved trip.
- d. Applicants who do not desire to furnish a bond and receive salary while on sabbatical leave shall be paid in accordance with the Business Department's procedure in two (2) equal annual installments as follows:
 1. At the end of the first year of service after the unit member's return to duty, the Business Department shall release the first installment upon receipt of a resolution authorizing the payment of said installment, and including an affirmative statement to the effect that the unit member has completed one (1) year of service and has fulfilled all other legal requirements.
 2. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

15.5 Application Procedure for Sabbatical Leave

- a. Sabbatical leave applications must be submitted to the Chief Human Resources Officer and/or designee, with a copy to the immediate supervisor, as soon as possible after July 1st of the fiscal year, and not later than October 15th of the school year preceding that year during which the leave is desired.
- b. Upon receipt of the applications, the Chief Human Resources Officer and/or designee shall convene the Sabbatical Leave Screening Committee no later than November 15th of each year.
- c. The applicant must attach to the application form a copy of the proposed study, special project, or travel itinerary. In addition, a single page statement shall be included describing how the sabbatical leave shall be of value to the students and programs of the Office. The application form

- approved by the Sabbatical Leave Screening Committee shall be returned to the applicant and a copy sent to the unit member's supervisor.
- d. The Committee has the right to direct the applicant to rewrite, add to, or change any, or all of the proposal for sabbatical leave submitted for consideration.
 - e. If the Sabbatical Leave Screening Committee determines that the applicant has met the requirements in the proposal, it shall recommend that the Superintendent approve the leave.
 - f. If the Committee feels that the application does not come within the framework of established policy, it shall schedule a conference with the applicant to discuss the specific reasons why approval cannot be recommended. The applicant may then revise the proposal to remove the committee's objections and resubmit it for consideration.
 - g. Any applicant who fails to receive a recommendation from the Sabbatical Leave Committee may appeal in writing to the Superintendent within ten (10) workdays. The Superintendent shall respond within twenty (20) workdays after receipt of the appeal.
 - h. In the event that the Committee determines that the proposals of two (2) or more applicants have equally met the criteria of value to the students and to the program of the Office, and the numbers of requests exceeds 1.5% of the total number of unit members, consideration shall be given to length of service as a tiebreaker.
 - i. Upon approval of the sabbatical, the applicant shall be informed in writing. The approved applicant will meet the conditions of the sabbatical or be subject to Section 15.11 - Failure to Complete Requirements.

15.6 Proposed Program Requirements

- a. Sabbatical Leave for Study—The study plan, including the number of hours of coursework to be taken, shall be submitted to the Sabbatical Leave Screening Committee for approval. Coursework shall be taken at an institution approved by the committee prior to the initiation of the sabbatical leave. Unit requirements are exclusive of any correspondence courses.
- b. Sabbatical Leave for Special Projects—The applicant shall submit a detailed outline of the proposed project for review. This outline shall include the following: objective(s); methods of conducting the project; resource persons; materials; resource agencies or institutions; audio-visual materials; proposed completion dates for each section and for the entire project; and proposed method of preparing final report with bibliography upon completion of leave.

- c. Sabbatical Leaves for Travel—Unit members on sabbatical leave shall remain in travel status for at least four (4) months for each semester of leave granted. The outline of the proposed travel shall include a statement of the objective(s) and detailed description of the itinerary, including applicable items listed in Section 15.5.c.
- d. Combinations of the above detailed descriptions of the proposed program which would have an amount of work equal to any one of the three possibilities listed above must be submitted.

15.7 Notification of Approval

The Superintendent shall notify all applicants of approval or disapproval of their sabbatical applications by February 15th of the school year in which they have applied.

15.8 Reports Required During Sabbatical Leave

Each month during the period of the sabbatical leave, a report shall be filed with the manager designated at the time the sabbatical leave was approved and shall contain the following information: current address and phone number of the unit member on leave and a brief report on study progress and places visited and any difficulties encountered which might delay completion of the program.

15.9 Final Report upon Return from Sabbatical Leave

- a. Within sixty (60) days of the unit member's return to duty, a final report shall be filed with the Sabbatical Leave Screening Committee for review.
- b. Within ninety (90) days of the unit member's return to duty, a presentation of his/her report and experiences while on sabbatical leave shall be made at one of the regular meetings of the Santa Clara County Board of Education.
- c. The unit member shall be prepared to send copies of the report and make related presentations to interested school staffs within the same department of the Office.
- d. The final report shall include the following:
 - 1. Official transcripts of any college courses taken for credit.
 - 2. A detailed description of the project with explanation of how proposed objectives were achieved, and of the itinerary, resource persons, agencies or institutions, audio-visual aids developed during the leave, method of relating the project to the unit member's assignment, usefulness to other disciplines within the department, and bibliography. A description of the trip shall not satisfy the requirement.

15.10 Effect upon Salary and Retirement

- a. Sabbatical leave shall constitute service for salary increment purposes.
- b. Sabbatical leave at full pay shall constitute full service for retirement credit. Full credit for retirement purposes shall be received by any unit member on sabbatical leave at less than full pay if the requirements of Education Code Section 22716 are met.

15.11 Failure to Complete Requirements

- a. When a unit member enters into an agreement with the Office for purposes of a sabbatical leave, this shall be considered a contract.
- b. In the event that a unit member on sabbatical leave is unable to continue with the proposed program as attached to the application form, the unit member shall notify the manager at the time the leave was approved in writing within five (5) working days. This notice shall explain the nature of the difficulty. The time limits outlined in the Application for Sabbatical Leave form are subject to change if warranted.
- c. In the event that a unit member on sabbatical leave fails to complete the program for which the leave was approved, the unit member shall reimburse the Office for sabbatical pay received. The Sabbatical Leave Screening Committee shall determine if the requirements of the sabbatical leave have been met.
- d. If the requirements of the sabbatical have not been met by the 61st day following the termination date of said leave, the Office shall initiate action for reimbursement.

15.12 Sabbatical Leave Screening Committee

- a. The management members of the committee shall be appointed by the Superintendent or designee and the non-management, certificated members shall be selected by the Association.
- b. The Committee shall be composed of the following six (6) members:
 - 1. Three (3) voting members from the unit.
 - 2. Two (2) voting members from the Office.
 - 3. One (1) non-voting chairperson who shall be the Chief Human Resources Officer and/or designee.

ARTICLE 16—LEAVES

16.1 Paid Leaves

a. Personal Illness and Injury

1. Full-time unit members shall be entitled to accrue one (1) day of leave per school month each school year for reasons of personal illness or injury. Unit members may use up to six (6) days of accrued sick leave in a school year for purposes of caring for an ill child, spouse, parent, or other permanent household member, including a registered domestic partner. Unit members working an extended year will be able to earn and use their accumulated sick leave as outlined in this section of the contract. Unit members who work less than full-time shall be entitled to that portion of leave as the number of hours per week of scheduled duty relates to the number of hours for a full-time unit member in a comparable position. Unused sick leave shall accumulate from year-to-year.
2. Upon request of the Chief Human Resources Officer and/or designee, a unit member shall be required to present a medical doctor's certificate verifying personal illness or injury or a medical authorization to return to work if the illness or injury exceeds three (3) consecutive days. Then, and only then, shall a unit member be required to account for the details of his/her absence.
3. Whenever possible, a unit member must contact his/her immediate supervisor or designee as soon as the need to be absent is known, but in no event shall it be less than two (2) hours prior to the start of the workday, to permit the Office time to secure a substitute's service. The unit member shall identify the type of leave to which the absence will be charged at the time of notification to the immediate supervisor or designee. Failure to provide the aforementioned notice shall be grounds for denial of leave with pay or other disciplinary action.
4. A unit member who is absent for one-half (1/2) day or less shall have one-half (1/2) day deducted from the accumulated leave, and if the absence exceeds more than a half-day, a full-day shall be deducted from accumulated leave.

b. Extended Sick Leave (Differential Leave)

1. After all accrued sick leave and/or industrial accident and illness leave has been exhausted, the unit member shall have the right to take differential leave for up to five (5) school months or one-hundred (100) workdays. The amount deducted for differential leave from the unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute.

2. If the school year ends when the unit member is on differential leave, and the unit member is still incapacitated due to the same illness or injury, the unit member may use the balance of the one-hundred (100) days of differential leave in the subsequent school year, but the unit member will not receive a new one-hundred (100) days.
3. If the unit member returns and then suffers a different illness or injury, the unit member shall be entitled to a new five (5) months or one-hundred (100) days of differential leave.
4. If a unit member exhausts the one-hundred (100) days of differential leave, a probationary unit member will be placed on a twenty-four (24) month reemployment list and a permanent unit member will be placed on a thirty-nine (39) month reemployment list.
5. An individual on a reemployment list who receives medical clearance to return to work shall be placed in a position for which he/she is credentialed and qualified. If the individual receives medical clearance to return during the school term, he or she may be assigned to serve as a substitute for the remainder of the semester or school year in order to avoid disrupting students.

c. Pregnancy Disability Leave

1. Unit members are entitled to use sick leave as set forth in Section 16.1.a of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and her physician. The Office may require a note from the physician regarding the estimated length of the leave.
2. The date on which the unit member shall resume duties shall be determined by the unit member on leave and her physician. The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.
3. A unit member may be granted one (1) day of absence on the day of the birth of his child and he may be granted a one (1) day leave when the mother and child leave the hospital. A unit member adopting a child may be granted one (1) day of absence on the day that the child is received into his/her custody. Leaves granted under this section shall be deducted from Personal Necessity Leave which includes Personal Matters Leave.

d. Personal Necessity/Personal Matters Leave

1. The unit member shall be entitled to use up to seven (7) days of accumulated sick leave each school year for personal necessity or personal matters.

2. The unit member shall not be required to secure advance permission for leave taken under personal necessity for any of the following reasons:
 - a) Death or serious illness of a member of the immediate family as defined below under Bereavement Leave (16.1.e.1).
 - b) Accident involving the unit member's person or property or the person or property of a member of the immediate family as below under Bereavement Leave (16.1.e.2).
 - c) Birth or adoption of a child or release of child and mother from the hospital (instances where the date is not known in advance).

3. If the unit member is using this leave for reasons of personal matters, the unit member does not need to give a reason other than "personal matters;" however, the unit member shall submit a completed absence report/request form stating the type of absence and the date of the leave.

This form shall be submitted to the department head or principal at least twenty-four (24) hours in advance when possible. If the type of absence is for personal matters, the unit member should indicate "other" on the request form.

The department head or principal may request additional information regarding the personal necessity leave; however, if the purpose is personal matters, no other explanation of the need for the leave shall be required.

e. Bereavement Leave

1. In the event of the death of a member of the immediate family, a unit member may be granted up to three (3) workdays for bereavement leave at full pay, or five (5) days if out-of-state or more than 150 miles one way of travel is required. The unit member may use up to five (5) workdays for bereavement leave at full pay in the event of the death of the unit member's spouse, registered domestic partner, child, or parent.
2. "Immediate family," for the purposes of bereavement leave, shall be defined as the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse or registered domestic partner of the unit member, or the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent or step-child of the unit member or any permanent household member whose well-being is dependent on the unit member's care.

f. Judicial Leave

1. A unit member shall be provided leave of absence for regularly called jury duty and to appear as a subpoenaed witness, provided that the subpoenaed witness turns over any fee received to the Office. In the event that a unit member is placed on compulsory leave, the provision outlined in Education Code Section 44940 will be followed.
2. If a court proceeding is brought against a unit member in which it is alleged that he/she committed an assault in connection with his/her employment, the unit member may request the Office to furnish legal counsel for defense in such proceeding. If the Office, after the request is made, does not provide such counsel and the unit member prevails in the proceedings, the Office shall reimburse the unit member for counsel fees incurred in his/her defense, provided that:
 - a) The assault was not malicious.
 - b) The action was not a proceeding between the Office and the unit member.
3. The unit member shall submit a written request for judicial leave as soon as possible after the need is known but no later than twenty-four (24) hours prior to the beginning of the judicial leave.

g. Medical and Dental Appointments Leave

1. Head Start, Early Head Start and State Preschool Permit teachers may use up to two (2) hours per month of time off from work by advance arrangement with the department head or designee for medical, dental, or health appointments at no reduction to their sick leave bank. All other certificated staff may use up to two (2) hours, twice, for a total of four (4) hours during the regular school year for medical/dental appointments at no reduction to their sick leave bank.
2. If a series of appointments is required, arrangements for absence shall be made in advance with the principal or program manager and may be deducted from accumulated sick leave.

h. Association Officer Leave

1. Upon written request to the supervisor and the Chief Human Resources Officer and/or designee, from the Association President at least five (5) workdays prior to the date of the requested leave, Association representatives shall receive time off with pay for Association business. This time shall not exceed a total of ten (10) days off per school year. The Association shall have the right to purchase ten (10) additional days off for which the Association reimburses the Office for the actual cost of the substitute. This leave is contingent upon availability of a substitute.

2. The Association President shall be given release time to be taken on one (1) regularly designated, mutually agreed day every other week, and the Association shall reimburse the Office for the actual cost of the substitute. The schedule will be established before the beginning of each semester. The President's release day will include meetings with the Administration for employer-employee relations. The President's release day is not part of the days listed in Section 16.1.h.1.

16.2 Unpaid Leaves

a. General Information

1. Unit members who intend to return from an unpaid leave of absence shall inform their department head in writing by March 1st. Failure to provide notice of intent to return from an unpaid leave prior to March 1st shall be considered an official resignation. Unit members who wish to request an unpaid leave for the following school year shall notify their immediate supervisor in writing by March 1st and shall receive a written response approving or denying the request by April 1st. Unit members in paid status for a work year who notify the Office of a request to take unpaid leave for the following school year, in accordance with this section, will continue to receive paid medical and dental benefits through August of the year in which the unit member was in paid status.
2. Unit members on Office-approved, unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leave upon reimbursement to the Office.
3. If such a leave is subject to federal or state law, the leave shall be provided in accordance with applicable federal and/or state law, whichever provides the greater benefit to the unit member, except that where a contractual provision provides the greater benefit, that contractual provision will be followed.

b. Childbearing Preparation and Child Rearing Leave

1. Leaves without pay or other benefits may be granted to a unit member for preparation for childbearing and for child rearing.
2. The unit member shall request such leave as soon as practicable, but under no circumstances shall it be less than thirty (30) workdays prior to the date on which the leave is to begin. The request shall be in writing and shall include the dates the unit member wishes to begin and end the leave without pay.

3. The unit member shall have an entitlement to use available Family Care Leave for up to twelve (12) workweeks under the provisions set forth in Section 16.2.c.1. Unpaid leave for the purpose of childbearing preparation or child rearing may be extended beyond the twelve (12) workweeks of leave available under family care leave provisions at the discretion of the Superintendent or Chief Human Resources Officer and/or designee, when considering the scheduling and replacement problems of the Office.
 4. The duration of the leave shall consist of no more than twelve (12) consecutive months and the leave shall automatically terminate on June 30th in the school year in which it is granted. The first twelve (12) workweeks of this leave shall run concurrently with Family Care Leave (Section 16.2.c.1). An extension of the child rearing leave may be granted, not to exceed an additional twelve (12) months. If the leave is extended for an additional twelve (12) months, the unit member is not eligible for additional family care leave because the unit member was in unpaid status during the preceding year.
 5. The unit member is not entitled to the use of any accrued sick leave or other paid leave while on leave for childbearing preparation or child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth, or recovery therefrom.
 6. There shall be no diminution of employment status for childbearing or child rearing except that no unit member shall be entitled to compensation or salary increment, nor shall the time be taken on parental leave count toward credit for probationary teachers in earning tenure status.
 7. In the event of a miscarriage or death of a child during a childbearing or child-rearing leave, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which the unit member is qualified, the Office will assign the unit member to a position as soon as practicable.
- c. Family Care Leave**
1. Unit members who have completed one (1) year of service during the previous school year shall be granted, upon request, unpaid leave of absence for up to twelve (12) workweeks within a rolling twelve (12) month period for the purpose of caring for a new baby or a newly adopted child, or for a child, spouse, registered domestic partner, or parent with a serious health condition. This twelve (12) workweek period shall run concurrently with other leaves, paid or unpaid, taken for the same purposes, including personal necessity leave taken for these purposes, use of the sick leave pool in the event of catastrophic illness of a family member, childbearing preparation, and child rearing leave or unpaid health leave.

2. The Office shall comply with current state and federal laws governing Military Exigency Leave and Servicemember Family Leave Laws. Information on these leaves may be obtained from Human Resources.
 3. The unit member shall provide reasonable advance notice to the Office of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice. If a unit member does not have thirty (30) days advance notice, the unit member shall provide reasonable notice. Employees seeking to use FMLA leave to cover Military Exigency Leave must provide the Office with as much notice of the need for leave as is reasonable and practicable under the circumstances.
 4. The Office may require verification by a physician to validate the serious health condition of a child, spouse or parent, and may require a copy of military orders verifying the need for Military Exigency Leave or Servicemember Leave.
 5. Family care leave is an unpaid leave of absence. Health insurance coverage shall be maintained and paid for by the Office at its normal contribution level for the duration of the leave, not to exceed twelve (12) workweeks in a rolling twelve (12) month period preceding the date the leave begins. The Office may recover the premium paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the unit member to leave, or other circumstances beyond the control of the unit member.
 6. Entitlement to family care leave for the purposes of the unit members own serious health condition is satisfied by leaves taken pursuant to Section 16.1.b.1 -- five (5) months extended sick leave.
- d. Health or Personal Leave**
1. A unit member may request an unpaid leave for reasons of health (illness, accident, or quarantine) or personal reasons when the unit member is unable to perform duties. If the leave is approved, the leave shall be for a duration not exceeding one school year and may be extended upon mutual agreement.
 2. A statement by the unit member's physician to the effect that the unit member is entitled to leave or to return from leave may be furnished at the Office's request. The unit member shall notify the Office of his/her intended return date at least two (2) weeks in advance.

3. Upon return from such leave, the unit member shall receive an assignment equivalent to the assignment held immediately prior to the leave.
4. The time during which the leave is taken shall be considered as employment only as is necessary to comply with Education Code Sections 44908 and 44909.

e. Study Leave

1. A unit member may be granted a leave of absence for educational improvement, providing he/she has served on staff for at least three (3) years.
2. If the study leave is approved, it shall be approved for a period of not more than one (1) academic year and shall be taken without pay.
3. The unit member shall submit application for study leave in writing, outlining the details of the plan for using the time on leave and indicating the benefits which would accrue to himself/herself and to the Office if the leave were granted.
4. The unit member shall be entitled to return to the same position occupied when leave was taken or to a position of equivalent or higher status. However, time in service on the salary schedule and sick leave shall not accrue to the unit member during the period of leave unless in any single fiscal year involved, he/she has served at least 75% of the working days of that year.

f. Military Leave

1. Unlimited military leave shall be allowed for any unit member who is drafted or voluntarily enlists in the Armed Forces of the United States during a period of national emergency declared by the President of the United States.
2. Temporary military leave shall be granted to any unit member who is a member of the reserve corps of the United States Armed Forces, National Guard, or Naval Militia while engaged in military duty ordered for purposes of training, drills, cruises, special exercises, or like activity, providing the leave does not exceed 180 calendar days, including time involved in going to and returning from duty.
3. If the unit member returns to a position within six (6) months of honorable discharge or placement on inactive status or upon return from temporary military leave, all rights, privileges, seniority, status, and pay will be reinstated.
4. In addition to any military pay or subsistence allowances received from the Armed Forces of the state or nation, a unit member who has completed one (1) year of service with the Office shall be entitled to receive full salary for a period of military leave not to exceed thirty (30) calendar days, whether on temporary duty for training or on active duty during a state or national emergency.

g. Miscellaneous Leaves

1. Upon approval of the Superintendent, leave without compensation, salary increment, or tenure credit may be granted for a period of one (1) school year for the following purposes:
 - a) To participate in exchange teaching programs in other states, territories, or countries.
 - b) To perform foreign or military teaching.
 - c) To participate full-time in the Peace Corps, Teacher Corps, or Job Corps.
 - d) To serve in an elected public office.
2. Upon approval of the Superintendent, leave without compensation, salary increment, or tenure credit shall be granted for a second (2nd) school year for foreign or military teaching programs.

16.3 Industrial Accident and Illness Leaves

- a. All unit members shall be entitled to industrial accident leave according to the provisions in Education Code Section 44984 for personal injury or illness which has qualified under Worker's Compensation insurance laws.
- b. Such industrial illness includes, but is not limited to, mumps, scarlet fever, measles, chicken pox, hepatitis, pink eye, mononucleosis, tuberculosis, and meningitis.
- c. Such leave shall not exceed sixty (60) days during which the schools of the Office are required to be in session or when the unit member would otherwise have been performing work for the Office in any one fiscal year for the same industrial accident.
- d. Payment for wages lost on any day shall not exceed the normal wage for the day when added to any award granted the unit member under the Worker's Compensation laws of this state. Industrial accident leave shall be reduced by one (1) day for each day of authorized absence regardless of compensation award made under Worker's Compensation.
- e. A unit member shall be entitled to no more than sixty (60) days leave for a single industrial accident or illness, even though that leave may overlap into the following fiscal year.

ARTICLE 17— RETIREMENT/REDUCED WORKLOAD

17.1 Early Retirement

a. General Provisions

1. Applicants for early retirement must have a minimum of ten (10) years service with the Office in a position requiring certification. A year of service is defined as 75% of the days required by the employment contract.
2. Applicants shall be at least 55 years of age.
3. No more than four percent (4%) of the unit members shall be in the early retirement program in any one year.
4. If the number of applicants exceeds the four percent (4%) limit, selection shall be made on the basis of seniority.
5. Early retirement contracts may be authorized by the Chief Schools Officer and the Chief Human Resources Officer and/or designee depending on program needs.

b. Early Retirement Contract Guidelines

1. Certificated unit members may apply to their program manager for early retirement work as a consultant, subject to approval by the Chief Schools Officer and the Chief Human Resources Officer and/or designee in accordance with these guidelines.
2. The unit member must actually retire from the Office in order to be eligible for Early Retirement.
3. Persons employed under this proposal shall be designated as consultants to the Office. As consultants they will enter into contracts as retirees and paid by bill warrants. Payment for contracted services shall be at a per diem rate based upon the unit member's step and column placement on the salary schedule at the time of retirement. Payment for contracted services shall not exceed the STRS maximum allowed for the retiree.
4. Early retirement consultants shall be guaranteed annually renewable contracts for part-time service.
5. Such contracts shall not be renewable after the fifth (5th) school year following retirement or at the end of the school year in which the unit member reaches 65 years of age, whichever comes first.
6. Early retirement consultants shall serve not less than fifteen (15) days per school year at such times as may be mutually agreed upon.
7. Under the terms of this plan, the early retirement consultant shall perform such services for the Office as may be agreed upon mutually.

8. Participation in the early retirement plan shall be purely voluntary on the part of the unit members.
9. The early retirement consultant may choose to discontinue this program at the end of any contract year.
10. No leave shall be earned under the terms of this plan, and the unit member may not use sick leave accumulated prior to retirement.
11. By September 15th of each year, applicants may provide the Office with an early retirement project to be included in the Office's list of suggested early retirement projects.
12. October 1st of each year, the Office shall supply the Association with a list of suggested topics that can be written as proposals for early retirement projects.
13. Applications for early retirement shall be submitted in writing to the unit member's principal or program manager by December 1st of the school year prior to the implementation of the proposed project. Applications shall include a description of the proposed project. The principal or program manager shall meet with the applicant prior to January 15th to discuss the proposed project. Applicants shall be notified of the implementation schedule of their projects by March 1st.
14. Any retiree so rehired must furnish a health certificate from a qualified physician.

17.2 Reduced Workload Pre-retirement Option

- a. Pre-Conditions: The County Superintendent will offer the reduced workload pre-retirement option only if the following pre-conditions exist:
 1. This option shall not be offered unless the Office determines that participating in the program will not exceed by more than \$2,000 the "cost neutral" requirements of the statute Education Section 44922.
 2. This option shall not be offered if the unit member's participation in the program will have an adverse impact on the program needs. The parties agree that there would be an adverse impact on program needs if more than two (2) unit members in the same program were to reduce their workload or if the Office is unable to replace the services that would have been provided if the FTE were not reduced. The parties agree that for purposes of this section, "program" is defined in the following five (5) tier structure. Applications shall not be denied based on program needs for arbitrary and capricious reasons.

- i. Special Education programs constitute tiers one (1) through four (4).
 - Tier one (1): Early Start program, to include all bargaining unit members.
 - Tier two (2): Low Incidence programs, to include the Deaf and Hard of Hearing, Orthopedically Impaired, and Visually Impaired.
 - Tier three (3): All other classroom teachers.
 - Tier four (4): All other DIS staff, not represented in Tier one (1).
 - ii. Alternative Education programs constitute Tier five (5).
- b. Certificated employees may apply to their program manager to reduce their workload from full-time to part-time with retirement service credit based on full-time employment; however, the option will not be offered unless the Chief Schools Officer and the Chief Human Resources Officer and/or designee determines that the above pre-conditions have been met.
 - c. Any agreement between the Office and the reduced workload applicant shall be reduced to writing and must be approved by the applicant's program manager, the Chief Schools Officer, and the Chief Human Resources Officer and/or designee. Copies of the written agreement shall be provided to the unit member, the program manager, and the Chief Human Resources Officer and/or designee, the State Teachers' Retirement System, and any other affected outside agencies or department within the Office.
 - d. Should the applicant be denied participating in the program because the Office has determined the cost to do so exceeds the pre-conditions established in Section 17.2.a.1, then the Office will provide the applicant with a calculation worksheet identifying how that determination was made.
 - e. Unit members wishing to participate in the program shall apply by letter to their program manager no later than February 1st of the preceding year. The program manager shall forward his/her recommendations to the Chief of the respective branch for approval. The application shall then be forwarded to the Chief Human Resources Officer and/or designee who shall advise the unit member of the final determination on the application no later than April 30th of the same year.
 - f. The unit member must be at least 55 years of age and be no older than the maximum allowed by law.
 - g. The unit member must have been employed by the Office in positions requiring certification for at least ten (10) years of which the last five (5) were full time. Time spent on a sabbatical leave or

other approved leave of absence shall not be used in computing the five (5) year, full-service requirement.

- h. The period of time which a certificated employee may work on a reduced workload and receive full retirement shall be for one (1) full year. The employee may re-apply on an annual basis.
- i. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract during the unit member's final year of service in a full-time position.
- j. The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had he/she not selected to participate in the part-time employment program.
- k. The unit member will continue to receive full health and welfare benefits.
- l. The Office and the unit member will make the contribution to the State Teachers' Retirement System/Public Employees' Retirement System required by full-time employees.
- m. Unit members who elect to retire under the provisions of Section 17.1 may be considered for consultant work by the Office.

ARTICLE 18—JOB SHARING

18.1 Timeline

Job sharing shall be an option for unit members. Unit members wishing to job share or to continue to job share must submit a written proposal no later than March 1st of each year, according to the provisions of this Article.

18.2 Stipulations

There shall be no more than one (1) new-shared job per year per principal or program manager, with the total amount not to exceed three (3) per principal or program manager.

- a. Unit members who have served three (3) years with the Office and who hold an appropriate, valid California credential may apply. Job shares are subject to approval by the principal or program manager.
- b. Participants shall be placed on the correct step and column of the current salary schedule and receive credit for Master's degrees (as appropriate under 19.4 of this Agreement) and salary increments. Each participant in a job share shall work according to one of the three following models: (1) one semester or 50% of the school year; (2) 50% of the workday on a daily basis; or (3) 50% of the workweek. Each participant's salary shall be one-half (1/2) of the full-time compensation.
- c. The accumulation of sick days per school year for a shared job shall be: five (5) sick days for 180 days; and six (6) sick days for 200/205/210/220 days.
- d. Job share participants who work on a half-day or half-week basis shall attend in-services, before school planning meetings, home visits, parent conferences for their students, and IEP meetings. Job share participants who work on a semester or half-year basis shall attend all such meetings and parent conferences occurring during the half-year in which the unit member works; however, the unit member shall not be required to attend such meetings or conferences during the other half of the year. A job share participant working on a half-year basis shall be required to provide transitional information about the student to the partner.
- e. Each participant shall receive 50% of the Office contribution toward health and welfare benefits.
- f. Each participant and the Office shall contribute to the State Teachers' Retirement System and each participant shall earn credit for one-half (1/2) year of service toward retirement.

- g. Job-sharing unit members may request to return to a full-time position. This request must be made in writing to the principal or program manager, Chief (of respective branch), and the Chief Human Resources Officer and/or designee no later than March 1st of any participating year. The unit members shall return to full-time status provided there is a vacancy for which he/she is qualified.
- h. If a job share participant leaves employment of the Office, for any reason other than those listed below in Section 18.2.i, the other participant shall return to full time status unless the participant can find a new job share partner and the new partnership does not disrupt a class during the school year.
- i. If a job share participant is unable to fulfill the job share due to medical reasons, pregnancy disability reasons, or Family Medical Leave, the other job share participant shall attempt to find a qualified replacement or volunteer to work full time. If the other job share participant is unable to find a replacement and cannot work full time, a long-term substitute will be hired to complete the year.
- j. If a participant is asked to perform any duties beyond the contracted day or in place of the contracted day, he/she shall receive prorated per diem rate of pay.

18.3 Implementation

- a. Two (2) unit members who wish to share a single job shall write a joint proposal and submit it to the principal or program manager no later than March 1st.
- b. The proposal shall include the following items:
 - 1. Goals and objectives for the instructional program.
 - 2. Goals and objectives for the unit members working together:
 - a) Plans for the division of working time.
 - b) Plans for mutual coordination and writing of goals.
 - c) Plans for continuity of programs.
 - d) Plans for continuity of classroom and student management.
 - e) Plans for parent education to job-sharing.
 - f) Plans for site responsibilities.
 - g) Transition planning.
 - 3. Type of job share arrangement (See Section 18.2.b)

- c. The principal or program manager shall meet with the job-sharing applicants to discuss their proposal within fifteen (15) working days of submission of the proposal. Suggestions for changes may be made at that time.
- d. The job-sharing applicants shall submit revisions to the principal or program manager within ten (10) working days of the meeting.
- e. The job-sharing applicants shall receive acceptance or denial of the proposal within twenty (20) working days of submission of the revised proposal. Reasons for denial of a proposal shall be given to the applicants in writing.
- f. In the event there are more applications for job-sharing than there are openings, selection shall be based on the initial date of application.
- g. Job-sharing proposals shall be submitted no later than March 1st for the following year. Early applications are encouraged.

ARTICLE 19—SALARIES

19.1 Salary Schedules

- a. Salary Schedules are found on pages 83 through 90.
- b. All unit members who serve less than the required number of days as set forth in Salary Schedules B and D shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position.
- c. Notwithstanding Section 19.1.b above, unit members who work 50% of the contract days for that position shall receive not less than one-half (1/2) of the annual salary for that position.
- d. Initial placement on the salary schedule shall be based on prior professional experience and educational attainment. These criteria shall be used to determine the initial placement of all unit members.
- e. Prior Experience and Academic Units

Prior public school certificated experience, under contract, shall be granted year-for-year. Prior private school certificated experience shall be granted year-for-year pending approval by the Chief Human Resources Officer and/or designee. School nurses shall receive year-for-year credit for prior nursing experience. For nurses hired on or after July 1, 2002, and Speech-Language Pathologists (SLPs) hired on or after October 22, 2004, credit is granted for Continuing Education Units (CEU's) completed before joining the CTA unit on the basis of one (1) semester unit for ten (10) CEU hours. Speech-Language Pathologists (SLPs) hired on or after July 1, 2002 shall receive year-for-year credit for prior speech-language pathology experience pending approval by the Chief Human Resources Officer and/or designee. Documentation of prior experience and academic units must be made by the end three (3) calendar months from the first date worked (e.g., August 25th until November 25th). If documentation is impossible within three (3) calendar months through no fault of the unit member, a written request for an extension may be filed with the Chief Human Resources Officer and/or designee.

Educational Attainment—Unit members shall be placed on the appropriate column according to the academic records filed with the Office.

- f. Unit members shall advance one step on the salary schedule for each school year of employment. A year of employment shall be defined as a minimum of 75% of the days in the unit member's

- contract. Unit members shall advance to the appropriate column on the salary schedule as verified by the original transcript from an accredited college or university for course work taken after receiving a bachelor's degree. Credit is also granted for Continuing Education Units (CEU's) completed by any unit member after joining the CTA unit on the basis of one (1) semester unit for ten (10) CEU hours effective July 1, 1992. Courses completed by September 1st must be submitted on an official transcript by November 30th for placement on the current year's salary schedule. Effective September 1, 1998, Salary Schedule B (Head Start/Early Head Start), Column E shall be modified to "BA or 120 units."
- g. The annual salary shall be determined by placement on the salary schedule. Unit members who agree to work in excess of their contract days shall be paid on a per diem rate determined by dividing the total contract amount by the number of days in the contract, or at the unit member's choice, he/she may receive day-for-day leave. Efforts shall be made to enable those days to be taken at times convenient to the unit member and consistent with the needs of the Office and the workload of the program.
1. Head Start, Early Head Start and State Preschool unit members shall be paid according to Salary Schedule B. Those unit members who work split shifts shall be paid an additional \$2.50 per day.
 2. Other unit members shall be paid according to Salary Schedule D which for them shall represent 185 days of service. Unit members placed on Schedule D working over 185 days shall have the salary computed by dividing the annual salary by 185 days, and then multiplying that per diem rate by the number of actual working days in the annual contract work year. Unit members working on annual contracts of more than 185 days shall have STRS deductions and contributions made accordingly.

19.2 Payment Schedule

- a. A unit member working on a 185-day contract whose regular contract assignment begins in July, and who works the month of July, shall be paid in twelve (12) equal net payments.
- b. Days worked over the declared work year will be paid on a prorated per diem basis.

19.3 Additional Responsibilities—Compensation

a. Extra Duty Pay

1. The extra duty rate for direct instruction with students, e.g., home-teaching, state testing prep (CAHSEE, CST), credit recovery, shall be the member's hourly per diem rate. To calculate the per diem rate, the divisor shall be the 185-day base salary schedule.
2. The extra duty rate for all other after hours work shall be \$40 per hour, e.g. IEP meetings, staff development trainings and planning.

b. Teacher-in-Charge (Special Education and Alternative Education only)

1. Duties of a Teacher-in-Charge may include:
 - Serving as liaison between the COE staff at the site and the host site staff.
 - Serving as contact person for site tours, visitations, etc.
 - Facilitating resolution of transportation issues (e.g. late buses, missing students, etc.).
 - Gathering/distributing documents/information to and from the main cluster office (e.g. substitute payroll, attendance for staff and students, sign-in sheets, flyers, etc.).
 - Conducting inventory.
 - Serving as primary communicator between the Principal and the site staff.
 - Updating site documents.
 - Scheduling students into classes.
 - Implementing and reporting student discipline issues.
 - Supporting substitutes.
 - Attending leadership/site team meetings.

Additional duties may be jointly developed by the Teacher-in-Charge and the Principal. Additional duties will be approved by the Director and a copy will be given to the Association. The Teacher-in-Charge shall have no supervisory duties.

For Special Education teachers who serve as Teachers-in-Charge, participation in IEP meetings is not considered a component of their Teacher-in-Charge duties. As such, these employees are eligible to apply for extra time, should their IEP meetings go beyond the regular work day, in the same manner as their colleagues may.

2. (a) The Teacher-in-Charge shall be selected by the principal annually from those who apply in writing for the position. The selection is subject to the approval of the director. Only teachers who are assigned full-time to a site may be eligible for this additional assignment. The Teacher-in-Charge serves in the principal's absence during emergencies and assists the principal as needed. Teachers-in-Charge are full-time instructors who may be expected to be available one (1) hour over and above the teacher's normal workday.
- (b) One teacher will be designated per site unless authorized by the Chief Schools Officer.

3. Compensation

Number of Classes	Number of Contract Days		
	185	200-210	215-220
1	500	550	650
2-4	1,000	1,050	1,100
5-8	1,600	1,750	1,900
9-12	2,100	2,250	2,400
13+	2,600	2,750	2,900

c. Speech-Language Pathologists (SLPs)

Effective, July 1, 2006, the Office agrees to pay a stipend of \$1,000 per year to each SLP and audiologist who acquires and maintains the Speech-Language Pathology license, Audiologist license, or other license that may be required to perform the work with students. All SLP's are expected to acquire and maintain this license.

A \$300 stipend per year will be available to any SLPs who are assigned to supervise new SLPs during the fellowship year. A detailed supervision plan must be submitted to the Director, Special Education prior to commencement of assignment.

d. Counselors

Counselors shall receive \$800 per year in addition to their regular salary.

e. Head Start, Early Head Start and State Preschool Double Session Teachers

Head Start, Early Head Start and State Preschool Permit teachers who teach double sessions shall receive a stipend of \$1,000 per year.

f. Lead Nurse

The parties agree that the unit member performing the job of Lead Nurse shall receive an annual stipend of \$3,000. The Lead Nurse shall provide direct service to students three days a week, and two days a week shall be dedicated to monitoring case load and legal compliance issues.

19.4 Advanced Degrees

- a. Master's Degrees—Effective July 1, 2005, unit members will receive \$1,800 for their master's degree.
- b. Doctorate Degrees—Unit members shall receive an additional \$500 for their doctorate degree.

19.5 Payroll Errors

- a. Underpayments—All payroll errors in which the unit member has been underpaid shall be corrected in an expeditious manner not to exceed five (5) workdays from the date the error was verified.
- b. Overpayments—Unit members shall be given written notification of any errors in which they have been overpaid and the dates and amounts of overpayment prior to making any attempt to recover the amount of the overpayment; however, step and column placement on the salary schedule shall be corrected immediately upon notification to the unit member to avoid any further overpayment. The unit member shall meet with the Manager, Payroll Services to determine the schedule for reimbursement.

19.6 Tuition Reimbursement

Regular permanent unit members on Salary Schedules D shall be eligible to apply for tuition reimbursement for semester units earned beyond a BA plus 30. Regular unit members on Salary Schedule B (State Preschool, and Head Start/Early Head Start) shall be eligible to apply for tuition reimbursement for semester units earned toward a BA or beyond the completion of a BA.

Tuition reimbursement shall only apply to courses, from an accredited college or university, that are directly related to the unit member's assignment and for which semester units (or quarter-unit equivalents) are given. Prior approval must be granted by the Chief Human Resources Officer and/or designee, in order to be eligible for tuition reimbursement. Total reimbursement for each unit member participating in the program will not exceed \$350 per fiscal year.

The Office will allocate a total of \$7,500 annually for the tuition reimbursement program. Within the above limits, unit members shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made and upon presentation of proof of prior approval and successful completion of the course(s).

19.7 Tuition Reimbursement – Head Start, Early Head Start and State Preschool – Pre BA

The parties acknowledge that Head Start, Early Head Start and State Preschool teachers are now expected to enroll in a degree program leading to the AA or BA degrees if the teacher does not already have such a degree.

The Office and the Association agree that Head Start, Early Head Start and State Preschool teachers working toward an AA or a BA degree shall be eligible for tuition reimbursement of up to \$500 per fiscal year for semester units or quarter-unit equivalents earned from an accredited community

college, college or university. Tuition reimbursement shall apply only to courses from an accredited college or university that are directly related to the unit member's assignment and for which semester units (or quarter-unit equivalents) are given. Prior approval must be granted by the Director-Head Start or designee. This agreement shall be effective October 1, 2000 and shall supersede the restriction contained in Section 19.7 of the contract that limits Preschool Services Department teachers' eligibility for tuition reimbursement to units earned beyond completion of the BA degree. This Memorandum of Understanding (MOU) shall remain in effect so long as the grant for this program is funded.

ARTICLE 20—BENEFITS

20.1 Benefits Covered

The Office shall continue its contribution toward the following health and welfare fringe benefits or comparable benefits and coverages for the period of this contract:

- a. Medical, prescription, dental (including adult orthodonture), vision and employee assistance benefits for unit members and dependents, including registered domestic partners.
- b. Decreasing term life insurance for unit members.
- c. Domestic partners enrolled in Office health and welfare benefit programs before November 1, 2005 may continue to be enrolled. Effective November 1, 2005, any newly enrolled domestic partners shall be registered domestic partners as defined in the California Family Code.

20.2 Part-Time Employee Benefits

Employees employed on or before October 31, 2005, in part-time status, who work at least .50 FTE, shall continue to receive the full Employer contribution towards benefits. Employees working less than .50 FTE are not eligible for benefits under the insurance plans offered by the Office.

Part-time employees hired on or after November 1, 2005, and employees hired before November 1, 2005, who change to part-time status or reduce their part-time status on or after July 1, 2006, shall have benefits prorated by FTE in accord with the table below:

FTE	Percent of Employer's contribution
1.0 to .76	100%
.75 to .67	90%
.66 to .56	80%
.55 to .50	70%
Less than .50	Not eligible

20.3 Carriers

All carriers providing the agreed-upon benefits and coverage shall be determined by the Office.

20.4 Health Care Cost Containment Committee (HCCCC)

The Association will participate in a Health Care Cost Containment Committee (HCCCC) with representatives from the Office and other bargaining units for the purpose of studying and implementing cost containment measures that meet the needs of employees. The Association will appoint two (2) representatives to this committee in addition to the CTA consultant.

- a. Effective November 1, 2008, the Office's contribution for health insurance premiums shall not exceed \$11,602 (\$966.83 per month). The Office will provide three (3) health plan options – one (1) PPO, and two (2) HMO's. The Office will give the HCCCC as much advance notice as possible prior to any rate increase. This notice will allow ACE/CTA, as a participant, to review alternative options if the monthly premium exceeds the above amount.

20.5 Insurance Coverage

Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the Office for the period of illness.

20.6 Insurance Continuance-Option

Unit members on Office-approved, unpaid leaves of absence shall have the option to continue to receive health insurance coverage for the period of the leaves upon reimbursement of the Office.

20.7 Retirement Benefits

At or after age 55, a unit member with ten (10) years of service with the Office will be eligible for 50% full medical coverage. After fifteen (15) years of service with the Office, the unit member will be eligible for 75% full medical coverage. After twenty (20) years of service with the Office, the unit member will be eligible for 100% full medical coverage. This coverage will continue until the retiree reaches age 65.

A unit member with less than ten (10) years of service with the Office shall, upon retirement, be eligible to pay all costs of medical insurance for dependents and self. Premiums shall be at the same rates charged to the Office, with such premiums remitted with the Office's regular payment to the medical insurance carrier. This section will be effective as long as these incorporation rights are allowed by the insurance carriers with no increase in rates because of this incorporation.

20.8 Tax-Sheltered Annuities

Unit members may participate in the tax-sheltered annuity plans of their choice with the Office providing payroll deduction for this purpose.

20.9 Medical Examinations

Medical examinations not covered by unit members' existing medical coverage shall be paid for by the Office except as qualified by law. Unit members shall be given the option of using their personal physician or the facilities established by the Office for required physicals.

Reimbursement for use of a personal physician shall be for actual cost, but shall not exceed the same rate as established by the facilities now used by the Office.

20.10 Unit Members' Personal Property

The Office shall reimburse unit members a maximum of \$150 for damage to personal property which is required in the course of employment.

With prior written authorization from the principal or designee, reimbursement in the case of theft or damage to equipment (for example, tape player, radio, calculator, phonograph, books, etc.), required for educational purposes shall be a maximum of \$250 with a \$10 deductible from the current replacement costs at the time of loss. A police report for any theft must be made to entitle the unit member to reimbursement. For thefts occurring at Juvenile Hall or the Alternative Education Ranches, an incident report signed by a peace officer may be substituted for a police report.

ARTICLE 21—TEACHER RESOURCE SERVICES AND BASIC SUPPLIES

- 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.
- 21.4** Necessary furniture shall be obtained as expeditiously as possible.
- 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.

ARTICLE 22—NEGOTIATION PROCEDURES

22.1 General

No later than April 1st of the calendar year in which this Agreement expires, the Office and the Association shall meet and negotiate in good faith. This date may be extended by mutual agreement.

22.2 Time and Place

Negotiations shall take place at mutually agreeable times and places during the regular school day, unless otherwise mutually agreed upon by both parties. A calendar of meetings shall be scheduled in advance with a goal of scheduling at least four (4) meetings per month. At the close of each meeting, items to be discussed at the next meeting will be put on the agenda.

22.3 Representatives

Each party to negotiations shall select its negotiating representatives provided that the Office shall not select a unit member, as herein defined, as its representative. The Association shall be allowed release time without loss of compensation for five (5) of its members for any bargaining session. The Association may bring additional representatives to a bargaining session. The Association will reimburse the Office for the actual substitute cost for the additional representatives.

22.4 Outside Consultants

Either party may utilize the services of outside consultants to assist in negotiations.

22.5 Power to Negotiate

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals and counterproposals in the course of negotiation, and to reach agreements subject to ratification and adoption.

22.6 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and signed by both parties.

22.7 Final Approval

When the Association and the Office reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association for ratification, and to the Superintendent and the Board of Education for adoption.

22.8 Negotiations Preparation

- a. The Office shall furnish the Association with two (2) copies of all state-required reports related to the operation of the Office as soon as the information becomes available. The Office shall furnish existing in-house backup material to the Association negotiators upon written request. Backup material shall not include development of any new material. The cost for such material shall be limited to the actual cost for preparation and shall be paid for by the Association. The Association will be notified of, and must authorize, any costs exceeding \$10.
- b. At the start of negotiations, the Office shall furnish the Association with the most recent copy of placement of personnel on the respective salary schedules as of December 31st.

22.9 Impasse

If the Association and the Office are unable to reach tentative agreement on all matters being negotiated, the impasse procedure prescribed by law shall be implemented after determination by PERB that impasse exists. If mutually agreeable, the parties may, in an attempt to resolve their differences, continue to meet and negotiate subsequent to the implementation of the impasse procedure.

22.10 Ground Rules

Ground rules shall be established by mutual agreement of both parties at the first meeting of contract negotiations. Any subsequent changes in membership of either negotiation team is not sufficient justification for changing previously mutually agreed upon ground rules.

ARTICLE 23—NO STRIKE, NO LOCKOUT

- 23.1** The Association and the Office agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties, as required in this Agreement, regardless of any requests of other labor organizations to engage in such activity, and the Association will undertake to exert its best efforts to discourage any such acts by any employees in the bargaining unit.
- 23.2** During the term of this Agreement, the Office, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of Association members or other persons covered by this Agreement.
- 23.3** The provisions of this Article shall be suspended during the time period following exhaustion of the statutory impasse procedures for re-opened negotiations.

ARTICLE 24—SAVINGS

If any provision of this Agreement or any application thereof is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application shall be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 25—PEER ASSISTANCE AND PEER REVIEW

25.1 Purpose

Both parties are continually striving to provide the highest possible quality of education. In order for students to succeed in learning, the teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Referred teachers, voluntary participants and first or second year teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

25.2 Joint Panel

- a. The Joint Panel shall consist of five (5) members, the majority of whom shall be permanent certificated classroom teachers who are chosen to serve by other classroom teachers through Association procedures. The other two (2) members shall be appointed by the Superintendent. The members of the Joint Panel shall serve for two (2) years.
- b. The Joint Panel shall establish its own meeting schedule. Four (4) members of the Panel should be present to conduct business. The Office shall provide reasonable release time for members of the Joint Panel for meeting, training, and conducting classroom observations of Consulting Teachers candidates and shall pay for any substitutes. Short meetings may be held outside of the normal workday at the discretion of the Joint Panel members.
- c. The Joint Panel shall be responsible for the following:
 1. Establishing a budget based on revenue generated by the PAR program.
 2. Providing annual training for the Joint Panel members.
 3. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
 4. Selecting the panel of Consulting Teachers. To do this the Panel will establish a procedure for application as a Consulting Teacher.
 5. Selecting trainers and/or training providers.
 6. Providing training for Consulting Teachers prior to Consulting Teacher's participation in the program.

7. Sending written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
 8. Establishing guidelines for the workload of Consulting Teachers and assigning participating teachers to Consulting Teachers.
 9. Making available names of Consulting Teachers for selection by the Participating Teacher.
 10. Adopting Rules and Regulations to effect the provisions of this Article. Said Rules and Regulations will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
 11. Distributing, at the beginning of each school year, a copy of the adopted Rules and Regulations to all bargaining unit members and administrators.
 12. Reviewing the final report prepared by the Consulting Teacher and making a report to the Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
 13. Administering the voluntary participating teacher program.
 14. Evaluating annually the impact of the PAR program in order to improve the program and determining the number of Consulting Teachers in the following school year, based upon participation in the PAR Program, the budget available and other relevant consideration.
- d. The Joint Panel shall assess the performance of the Consulting Teachers on an ongoing basis. The Panel shall reserve the right to rescind the appointment of a Consulting Teacher who does not meet the expectations.
 - e. All proceedings and materials related to evaluation, reports and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the Article.
 - f. The stipend for the bargaining unit members of the Joint Panel shall be \$3,000 for 1999-2000 and \$2,400 for 2000-2001. Starting 2001-2002 the stipend will be \$1,200 per year.
 - g. Teachers who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under

the Government Tort Claims Act (Division 3.6 commencing with Section 810 of Title 1 of the California Government Code).

25.3 Consulting Teachers

- a. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Regulations, provided that the following shall constitute minimum qualifications:
 1. Is a credentialed classroom teacher with permanent status. As a pilot project for purposes of PAR, "classroom teacher" includes Adaptive Physical Education Specialist, Communication/Language Specialist, Vision Specialist, Orientation and Mobility Specialist, Work Experience Teachers and Resource Specialist. This pilot shall expire on June 30, 2002 and may be re-evaluated at that time.
 2. Has substantial recent instructional experience and ability to demonstrate through interview, exemplary knowledge of classroom curriculum and instructional strategy.
 3. Has demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In applying for a position as a Consulting Teacher, each applicant is required to submit three (3) references from individuals with specific knowledge of his or her expertise.
 1. A reference from a building principal or immediate supervisor.
 2. A reference from another classroom teacher.
 3. A reference of the applicant's choosing.

All applications and references shall be treated with confidentiality.

- c. A Consulting Teacher shall be selected by a majority of the Joint Panel after they have conducted classroom observations of the candidates.
- d. A Consulting Teacher shall be scheduled with one (1) day a week (.20 FTE) of release time. The yearly stipend will be \$4,800, and the Consulting Teacher shall be entitled to reimbursement for mileage incurred as a result of providing peer assistance.

- e. The term of the Consulting Teacher shall be two (2) years and the Joint Panel may reappoint the Consulting Teacher for one (1) additional year. For 2000-2001, the initial maximum number of Consulting Teachers will be four (4).
- f. Functions performed pursuant to this Article by bargaining unit members shall not constitute management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- g. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher. The Consulting Teacher shall consult with the evaluator in developing the assistance plan.
- h. The Consulting Teacher will submit a report to the Joint Panel. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his/her input and signature before it is submitted to the Joint Panel. The Referred Teacher's signing of the Report does not necessarily mean agreement, but rather that he/she has received a copy of the report. The Referred Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
- i. The Consulting Teachers will work together to plan and implement training for teachers who are new to the district and/or to teachers who are voluntary participants in the program.
- j. The Consulting Teacher will be assigned by the Joint Panel to provide assistance to voluntary participants.
- k. Teachers who provide assistance and review, including panel members, shall have the same protection from liability and access to appropriate defense as other public school employees under the Government Tort Claims Act (Division 3.6 commencing with Section 810 of Title 1 of the California Government Code).

25.4 Participating Teachers

- a. A Referred Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation.
- a. The purpose of voluntary participation in the PAR Program is for peer assistance only and such participation shall not cause any written reports to be produced. Voluntary participation in the

- PAR program shall be confidential. The volunteer participating teacher may terminate his/her participation in the PAR Program at any time.
- c. A Participating Teacher may request a particular Consulting Teacher. The Joint Panel will make all reasonable attempts to honor this request. Referred Participating Teachers will have first priority. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
 - d. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.

ARTICLE 26—CONCLUSIVENESS OF AGREEMENT

- 26.1** The parties agree to reopen negotiations on total compensation-[salary and benefits]-and one other article of either party's choice for the 2012-2013 and 2013-2014 school years. 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.
- 26.2** This Agreement shall be subject to change or supplement at any time by mutual consent of the parties. Any such change or supplemental agreement shall be reduced to writing, signed by the parties, and submitted to the Superintendent and to the Association for approval.

AGREEMENT

By and Between the

OFFICE OF THE
SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS

and the

ASSOCIATION OF COUNTY EDUCATORS/
CALIFORNIA TEACHERS' ASSOCIATION
ACE/CTA/NEA

For the

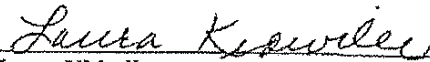
Association of County Educators
California Teachers Association
ACE/CTA/NEA




April Carlson
President, Association of County Educators

For the

Office of the Santa Clara County
Superintendent of Schools



Laura Kidwiler
Chief Human Resources Officer



Lisa Vieler, California Teachers Association
Chief Spokesperson

Association of County Educators Bargaining Team
Leslie Anido, ACE Bargaining Chair, Special Education
Earl Thaxton, Bargaining Team Member, Alternative Education
Lorrie Amezquita, Bargaining Team Member, Head Start
Doug Dionne, Bargaining Team Member, Head Start

Ratified September 1, 2011
Board Disclosure: October 5, 2011

Santa Clara County Office of Education

Salary Schedule B

2009-10 Salary Schedule

Head Start/Early Head Start/State Preschool Teacher 162-Day Work Year*

July 1, 2009

STEP	A			B			C			D			E		
	0 Units			30 Units			60 Units			90 Units			120 Units or BA Degree		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	171.16	2,772.79	27,727.92
2	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	176.08	2,852.50	28,524.96	182.51	2,956.66	29,566.62
3	165.83	2,686.45	26,864.46	165.83	2,686.45	26,864.46	176.08	2,852.50	28,524.96	187.49	3,037.34	30,373.38	193.94	3,141.83	31,418.28
4	165.83	2,686.45	26,864.46	176.08	2,852.50	28,524.96	187.49	3,037.34	30,373.38	198.45	3,214.89	32,148.90	205.32	3,326.18	33,261.84
5				187.49	3,037.34	30,373.38	198.45	3,214.89	32,148.90	209.84	3,399.41	33,994.08	216.73	3,511.03	35,110.26
6							209.84	3,399.41	33,994.08	221.24	3,584.09	35,840.88	228.13	3,695.71	36,957.06
7										232.66	3,769.09	37,690.92	239.52	3,880.22	38,802.24
8										244.02	3,953.12	39,531.24	251.03	4,066.69	40,666.86
15													262.31	4,249.42	42,494.22
18 **	175.62	2,845.04	28,450.44	197.27	3,195.77	31,957.74	219.59	3,557.36	35,573.58	253.78	4,111.24	41,112.36	272.04	4,407.05	44,070.48
20 ***	184.88	2,995.06	29,950.56	206.53	3,345.79	33,457.86	228.85	3,707.37	37,073.70	263.04	4,261.25	42,612.48	281.30	4,557.06	45,570.60

* Salary Schedule B applies to both Head Start and State Preschool teachers.

** Step 18-20: Includes longevity (experience)

*** Step 20: added & effective 7-1-2009 additional \$1,500.00 added for Step 20

Santa Clara County Office of Education

Salary Schedule B

2009-10 Salary Schedule

Head Start/Early Head Start/State Preschool Teacher 180-Day Work Year*

July 1, 2009

STEP	A			B			C			D			E		
	0 Units			30 Units			60 Units			90 Units			120 Units or BA Degree		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	171.16	3,080.88	30,808.80
2	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	176.08	3,169.44	31,694.40	182.51	3,285.18	32,851.80
3	165.83	2,984.94	29,849.40	165.83	2,984.94	29,849.40	176.08	3,169.44	31,694.40	187.49	3,374.82	33,748.20	193.94	3,490.92	34,909.20
4	165.83	2,984.94	29,849.40	176.08	3,169.44	31,694.40	187.49	3,374.82	33,748.20	198.45	3,572.10	35,721.00	205.32	3,695.76	36,957.60
5				187.49	3,374.82	33,748.20	198.45	3,572.10	35,721.00	209.84	3,777.12	37,771.20	216.73	3,901.14	39,011.40
6							209.84	3,777.12	37,771.20	221.24	3,982.32	39,823.20	228.13	4,106.34	41,063.40
7										232.66	4,187.88	41,878.80	239.52	4,311.36	43,113.60
8										244.02	4,392.36	43,923.60	251.03	4,518.54	45,185.40
15													262.31	4,721.58	47,215.80
18 **	175.62	3,161.16	31,611.60	197.27	3,550.86	35,508.60	219.59	3,952.62	39,526.20	253.78	4,568.04	45,680.40	272.04	4,896.72	48,967.20
20 ***	183.96	3,311.28	33,112.80	205.61	3,700.98	37,009.80	227.93	4,102.74	41,027.40	262.12	4,718.16	47,181.60	280.38	5,046.84	50,468.40

* Salary Schedule B applies to Head Start and State Preschool teachers.

** Step 18-20: Includes longevity (experience)

*** Step 20: added & effective 7-1-2009 additional \$1,500.00 added for Step 20

Santa Clara County Office of Education

Salary Schedule B

2009-10 Salary Schedule

Head Start/Early Head Start/Migrant/State Preschool Teacher 185-Day 11 Mo Work Year*

July 1, 2009

STEP	A			B			C			D			E		
	0 Units			30 Units			60 Units			90 Units			120 Units or BA Degree		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	171.16	2,878.60	31,664.60
2	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	176.08	2,961.35	32,574.80	182.51	3,069.49	33,764.35
3	165.83	2,788.96	30,678.55	165.83	2,788.96	30,678.55	176.08	2,961.35	32,574.80	187.49	3,153.24	34,685.65	193.94	3,261.72	35,878.90
4	165.83	2,788.96	30,678.55	176.08	2,961.35	32,574.80	187.49	3,153.24	34,685.65	198.45	3,337.57	36,713.25	205.32	3,453.11	37,984.20
5				187.49	3,153.24	34,685.65	198.45	3,337.57	36,713.25	209.84	3,529.13	38,820.40	216.73	3,645.00	40,095.05
6							209.84	3,529.13	38,820.40	221.24	3,720.85	40,929.40	228.13	3,836.73	42,204.05
7										232.66	3,912.92	43,042.10	239.52	4,028.29	44,311.20
8										244.02	4,103.97	45,143.70	251.03	4,221.87	46,440.55
15													262.31	4,411.58	48,527.35
18 **	175.62	2,953.61	32,489.70	197.27	3,317.72	36,494.95	219.59	3,693.10	40,624.15	253.78	4,268.12	46,949.30	272.04	4,575.22	50,327.40
20 ***	182.44	3,068.31	33,751.40	204.09	3,432.42	37,756.65	226.41	3,807.80	41,885.85	260.60	4,382.82	48,211.00	278.86	4,689.92	51,589.10

* Salary Schedule B applies to Head Start, State Preschool, and Migrant Education Preschool teachers.

** Step 18-20: Includes longevity (experience)

*** Step 20: added & effective 7-1-2009 additional \$1,500.00 added for Step 20

Santa Clara County Office of Education

Salary Schedule B

2009-10 Salary Schedule

Head Start/Early Head Start/State Preschool Teacher 220-Day Work Year*

July 1, 2009

STEP	A			B			C			D			E		
	0 Units			30 Units			60 Units			90 Units			120 Units or BA Degree		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	171.16	3,137.93	37,655.20
2	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	176.08	3,228.13	38,737.60	182.51	3,346.02	40,152.20
3	165.83	3,040.22	36,482.60	165.83	3,040.22	36,482.60	176.08	3,228.13	38,737.60	187.49	3,437.32	41,247.80	193.94	3,555.57	42,666.80
4	165.83	3,040.22	36,482.60	176.08	3,228.13	38,737.60	187.49	3,437.32	41,247.80	198.45	3,638.25	43,659.00	205.32	3,764.20	45,170.40
5				187.49	3,437.32	41,247.80	198.45	3,638.25	43,659.00	209.84	3,847.07	46,164.80	216.73	3,973.38	47,680.60
6							209.84	3,847.07	46,164.80	221.24	4,056.07	48,672.80	228.13	4,182.38	50,188.60
7										232.66	4,265.43	51,185.20	239.52	4,391.20	52,694.40
8										244.02	4,473.70	53,684.40	251.03	4,602.22	55,226.60
15													262.31	4,809.02	57,708.20
18 **	175.62	3,219.70	38,636.40	197.27	3,616.62	43,399.40	219.59	4,025.82	48,309.80	253.78	4,652.63	55,831.60	272.04	4,987.40	59,848.80
20 ***	182.44	3,344.73	40,136.80	204.09	3,741.65	44,899.80	226.41	4,150.85	49,810.20	260.60	4,777.67	57,332.00	278.86	5,112.43	61,349.20

* Salary Schedule B applies to Head Start, State Preschool, and Migrant Education Preschool teachers.

** Step 18-20: Includes longevity (experience)

*** Step 20: added & effective 7-1-2009 additional \$1,500.00 added for Step 20

Santa Clara County Office of Education

Salary Schedule D
Teacher 182-Day Work Year

2009-10 Salary Schedule
July 1, 2011

STEP	A BA Degree			B +15 Units			C +30 Units			D +45 Units			E +60 Units			F* +75 Units		
	Per Diem		Monthly	Per Diem		Monthly	Per Diem		Monthly	Per Diem		Monthly	Per Diem		Monthly	Per Diem		Monthly
	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual	Annual
1	250.86	4,150.59	45,656.52	253.20	4,189.31	46,082.40	258.78	4,281.63	47,097.96	259.64	4,295.86	47,254.48	264.69	4,379.42	48,173.58	278.66	4,610.56	50,716.12
2	257.26	4,256.48	46,821.32	259.57	4,294.70	47,241.74	265.06	4,385.54	48,240.92	265.27	4,389.01	48,279.14	278.66	4,610.56	50,716.12	292.54	4,840.21	53,242.28
3	260.44	4,309.10	47,400.08	265.95	4,400.26	48,402.90	272.62	4,510.62	49,616.84	279.24	4,620.15	50,821.68	292.54	4,840.21	53,242.28	306.56	5,072.17	55,793.92
4	263.64	4,362.04	47,982.48	270.91	4,482.33	49,305.62	280.48	4,640.67	51,047.36	293.12	4,849.80	53,347.84	306.56	5,072.17	55,793.92	320.46	5,302.16	58,323.72
5	265.72	4,396.46	48,361.04	278.08	4,600.96	50,610.56	293.84	4,861.72	53,478.88	306.56	5,072.17	55,793.92	320.46	5,302.16	58,323.72	334.38	5,532.47	60,857.16
6	279.62	4,626.44	50,890.84	291.85	4,828.79	53,116.70	307.89	5,094.18	56,035.98	320.46	5,302.16	58,323.72	334.38	5,532.47	60,857.16	348.33	5,763.28	63,396.06
7	293.46	4,855.43	53,409.72	305.79	5,059.43	55,653.78	321.83	5,324.82	58,573.06	334.38	5,532.47	60,857.16	348.33	5,763.28	63,396.06	362.27	5,993.92	65,933.14
8	307.40	5,086.07	55,946.80	319.59	5,287.76	58,165.38	335.79	5,555.80	61,113.78	348.33	5,763.28	63,396.06	362.27	5,993.92	65,933.14	376.16	6,223.74	68,461.12
9				333.41	5,516.42	60,680.62	349.79	5,787.43	63,661.78	362.27	5,993.92	65,933.14	376.15	6,223.57	68,459.30	390.08	6,454.05	70,994.56
10							363.73	6,018.08	66,198.86	376.15	6,223.57	68,459.30	390.08	6,454.05	70,994.56	404.02	6,684.69	73,531.64
11										390.08	6,454.05	70,994.56	404.02	6,684.69	73,531.64	417.98	6,915.67	76,072.36
12													417.98	6,915.67	76,072.36	431.94	7,146.64	78,613.08
15													431.94	7,146.64	78,613.08	445.90	7,377.62	81,153.80
18 **	319.30	5,282.96	58,112.60	345.27	5,712.65	62,839.14	375.60	6,214.47	68,359.20	401.92	6,649.95	73,149.44	443.78	7,342.54	80,767.96	472.46	7,817.07	85,987.72
20 **	325.65	5,388.03	59,268.30	352.15	5,826.48	64,091.30	383.10	6,338.56	69,724.20	409.96	6,782.97	74,612.72	452.65	7,489.30	82,382.30	481.91	7,973.42	87,707.62

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F."

** Step 18-20: Includes longevity (experience)

11-Month pay effective 7-1-2011

182 days effective 7-1-2011 with no decrease in annual amount from the 185-salary schedule (rounded up a few cents higher in annual amount).

185 per diem rate will be used after requiring teachers to use 18 hours for IEP meeting or direct instructional support and intervention with students.

Santa Clara County Office of Education

Salary Schedule D
Teacher 202-Day Work Year

2009-10 Salary Schedule
July 1, 2011

STEP	A			B			C			D			E			F*		
	BA Degree			+15 Units			+30 Units			+45 Units			+60 Units			+75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	250.86	4,222.81	50,673.72	253.20	4,262.20	51,146.40	258.78	4,356.13	52,273.56	259.64	4,370.61	52,447.28	264.69	4,455.62	53,467.38	278.66	4,690.78	56,289.32
2	257.26	4,330.54	51,966.52	259.57	4,369.43	52,433.14	265.06	4,461.84	53,542.12	265.27	4,465.38	53,584.54	278.66	4,690.78	56,289.32	292.54	4,924.42	59,093.08
3	260.44	4,384.07	52,608.88	265.95	4,476.83	53,721.90	272.62	4,589.10	55,069.24	279.24	4,700.54	56,406.48	292.54	4,924.42	59,093.08	306.56	5,160.43	61,925.12
4	263.64	4,437.94	53,255.28	270.91	4,560.32	54,723.82	280.48	4,721.41	56,656.96	293.12	4,934.19	59,210.24	306.56	5,160.43	61,925.12	320.46	5,394.41	64,732.92
5	265.72	4,472.95	53,675.44	278.08	4,681.01	56,172.16	293.84	4,946.31	59,355.68	306.56	5,160.43	61,925.12	320.46	5,394.41	64,732.92	334.38	5,628.73	67,544.76
6	279.62	4,706.94	56,483.24	291.85	4,912.81	58,953.70	307.89	5,182.82	62,193.78	320.46	5,394.41	64,732.92	334.38	5,628.73	67,544.76	348.33	5,863.56	70,362.66
7	293.46	4,939.91	59,278.92	305.79	5,147.47	61,769.58	321.83	5,417.47	65,009.66	334.38	5,628.73	67,544.76	348.33	5,863.56	70,362.66	362.27	6,098.21	73,178.54
8	307.40	5,174.57	62,094.80	319.59	5,379.77	64,557.18	335.79	5,652.47	67,829.58	348.33	5,863.56	70,362.66	362.27	6,098.21	73,178.54	376.16	6,332.03	75,984.32
9				333.41	5,612.40	67,348.82	349.79	5,888.13	70,657.58	362.27	6,098.21	73,178.54	376.15	6,331.86	75,982.30	390.08	6,566.35	78,796.16
10							363.73	6,122.79	73,473.46	376.15	6,331.86	75,982.30	390.08	6,566.35	78,796.16	404.02	6,801.00	81,612.04
11										390.08	6,566.35	78,796.16	404.02	6,801.00	81,612.04	417.98	7,036.00	84,431.96
12													417.98	7,036.00	84,431.96	431.94	7,270.99	87,251.88
15													431.94	7,270.99	87,251.88	445.90	7,505.98	90,071.80
18 **	319.30	5,374.88	64,498.60	345.27	5,812.05	69,744.54	375.60	6,322.60	75,871.20	401.92	6,765.65	81,187.84	443.78	7,470.30	89,643.56	472.46	7,953.08	95,436.92
20 **	325.65	5,481.78	65,781.30	352.15	5,927.86	71,134.30	383.10	6,448.85	77,386.20	409.96	6,900.99	82,811.92	452.65	7,619.61	91,435.30	481.91	8,112.15	97,345.82

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F."

** Step 18-20: Includes longevity (experience)

202 days effective 7-1-2011 with no decrease in annual amount from the 205 salary schedule (rounded up a few cents higher in annual amount).

205 per diem rate will be used after requiring teachers to use 18 hours for IEP meeting or direct instructional support and intervention with students.

Santa Clara County Office of Education

Salary Schedule D
Teacher 207-Day Work Year

2009-10 Salary Schedule
July 1, 2011

STEP	A			B			C			D			E			F*		
	BA Degree			+15 Units			+30 Units			+45 Units			+60 Units			+75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
1	250.86	4,327.34	51,928.02	253.20	4,367.70	52,412.40	258.78	4,463.96	53,567.46	259.64	4,478.79	53,745.48	264.69	4,565.90	54,790.83	278.66	4,806.89	57,682.62
2	257.26	4,437.74	53,252.82	259.57	4,477.58	53,730.99	265.06	4,572.29	54,867.42	265.27	4,575.91	54,910.89	278.66	4,806.89	57,682.62	292.54	5,046.32	60,555.78
3	260.44	4,492.59	53,911.08	265.95	4,587.64	55,051.65	272.62	4,702.70	56,432.34	279.24	4,816.89	57,802.68	292.54	5,046.32	60,555.78	306.56	5,288.16	63,457.92
4	263.64	4,547.79	54,573.48	270.91	4,673.20	56,078.37	280.48	4,838.28	58,059.36	293.12	5,056.32	60,675.84	306.56	5,288.16	63,457.92	320.46	5,527.94	66,335.22
5	265.72	4,583.67	55,004.04	278.08	4,796.88	57,562.56	293.84	5,068.74	60,824.88	306.56	5,288.16	63,457.92	320.46	5,527.94	66,335.22	334.38	5,768.06	69,216.66
6	279.62	4,823.45	57,881.34	291.85	5,034.41	60,412.95	307.89	5,311.10	63,733.23	320.46	5,527.94	66,335.22	334.38	5,768.06	69,216.66	348.33	6,008.69	72,104.31
7	293.46	5,062.19	60,746.22	305.79	5,274.88	63,298.53	321.83	5,551.57	66,618.81	334.38	5,768.06	69,216.66	348.33	6,008.69	72,104.31	362.27	6,249.16	74,989.89
8	307.40	5,302.65	63,631.80	319.59	5,512.93	66,155.13	335.79	5,792.38	69,508.53	348.33	6,008.69	72,104.31	362.27	6,249.16	74,989.89	376.16	6,488.76	77,865.12
9				333.41	5,751.32	69,015.87	349.79	6,033.88	72,406.53	362.27	6,249.16	74,989.89	376.15	6,488.59	77,863.05	390.08	6,728.88	80,746.56
10							363.73	6,274.34	75,292.11	376.15	6,488.59	77,863.05	390.08	6,728.88	80,746.56	404.02	6,969.35	83,632.14
11										390.08	6,728.88	80,746.56	404.02	6,969.35	83,632.14	417.98	7,210.16	86,521.86
12													417.98	7,210.16	86,521.86	431.94	7,450.97	89,411.58
15													431.94	7,450.97	89,411.58	445.90	7,691.78	92,301.30
18 **	319.30	5,507.93	66,095.10	345.27	5,955.91	71,470.89	375.60	6,479.10	77,749.20	401.92	6,933.12	83,197.44	443.78	7,655.21	91,862.46	472.46	8,149.94	97,799.22
20 **	325.65	5,617.46	67,409.55	352.15	6,074.59	72,895.05	383.10	6,608.48	79,301.70	409.96	7,071.81	84,861.72	452.65	7,808.21	93,698.55	481.91	8,312.95	99,755.37

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F."

** Step 18-20: Includes longevity (experience)

207 days effective 7-1-2011 with no decrease in annual amount from the 210 salary schedule (rounded up a few cents higher in annual amount).

210 per diem rate will be used after requiring teachers to use 18 hours for IEP meeting or direct instructional support and intervention with students.

Santa Clara County Office of Education

Salary Schedule D
Teacher 217-Day Work Year

2009-10 Salary Schedule
July 1, 2011

STEP	A BA Degree			B +15 Units			C +30 Units			D +45 Units			E +60 Units			F* +75 Units		
	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual	Per Diem	Monthly	Annual
	1	250.86	4,536.39	54,436.62	253.20	4,578.70	54,944.40	258.78	4,679.61	56,155.26	259.64	4,695.16	56,341.88	264.69	4,786.48	57,437.73	278.66	5,039.10
2	257.26	4,652.12	55,825.42	259.57	4,693.89	56,326.69	265.06	4,793.17	57,518.02	265.27	4,796.97	57,563.59	278.66	5,039.10	60,469.22	292.54	5,290.10	63,481.18
3	260.44	4,709.62	56,515.48	265.95	4,809.26	57,711.15	272.62	4,929.88	59,158.54	279.24	5,049.59	60,595.08	292.54	5,290.10	63,481.18	306.56	5,543.63	66,523.52
4	263.64	4,767.49	57,209.88	270.91	4,898.96	58,787.47	280.48	5,072.01	60,864.16	293.12	5,300.59	63,607.04	306.56	5,543.63	66,523.52	320.46	5,794.99	69,539.82
5	265.72	4,805.10	57,661.24	278.08	5,028.61	60,343.36	293.84	5,313.61	63,763.28	306.56	5,543.63	66,523.52	320.46	5,794.99	69,539.82	334.38	6,046.71	72,560.46
6	279.62	5,056.46	60,677.54	291.85	5,277.62	63,331.45	307.89	5,567.68	66,812.13	320.46	5,794.99	69,539.82	334.38	6,046.71	72,560.46	348.33	6,298.97	75,587.61
7	293.46	5,306.74	63,680.82	305.79	5,529.70	66,356.43	321.83	5,819.76	69,837.11	334.38	6,046.71	72,560.46	348.33	6,298.97	75,587.61	362.27	6,551.05	78,612.59
8	307.40	5,558.82	66,705.80	319.59	5,779.25	69,351.03	335.79	6,072.20	72,866.43	348.33	6,298.97	75,587.61	362.27	6,551.05	78,612.59	376.16	6,802.23	81,626.72
9				333.41	6,029.16	72,349.97	349.79	6,325.37	75,904.43	362.27	6,551.05	78,612.59	376.15	6,802.05	81,624.55	390.08	7,053.95	84,647.36
10							363.73	6,577.45	78,929.41	376.15	6,802.05	81,624.55	390.08	7,053.95	84,647.36	404.02	7,306.03	87,672.34
11										390.08	7,053.95	84,647.36	404.02	7,306.03	87,672.34	417.98	7,558.47	90,701.66
12													417.98	7,558.47	90,701.66	431.94	7,810.92	93,730.98
15													431.94	7,810.92	93,730.98	445.90	8,063.36	96,760.30
18 **	319.30	5,774.01	69,288.10	345.27	6,243.63	74,923.59	375.60	6,792.10	81,505.20	401.92	7,268.05	87,216.64	443.78	8,025.02	96,300.26	472.46	8,543.65	102,523.82
20 **	325.65	5,888.84	70,666.05	352.15	6,368.05	76,416.55	383.10	6,927.73	83,132.70	409.96	7,413.44	88,961.32	452.65	8,185.42	98,225.05	481.91	8,714.54	104,574.47

* Column F: Courses between 60 and 75 units must be job-related and require Human Resources approval via "Application for Advancement to Column F."

** Step 18-20: Includes longevity (experience)

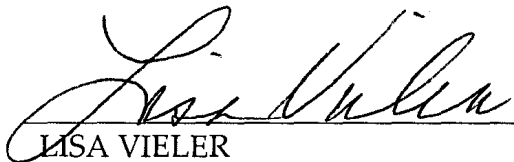
217days effective 7-1-2011 with no decrease in annual amount from the 220 salary schedule (rounded up a few cents higher in annual amount).

220 per diem rate will be used after requiring teachers to use 18 hours for IEP meeting or direct instructional support and intervention with students.

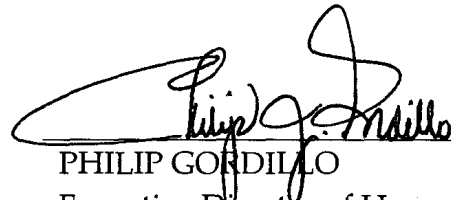
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ACE/CTA

Contract Modification/Addendum

Consistent with Article 19.3(c), Speech -Language Pathologists, the parties agree that Audiologists who acquire and maintain the Audiologist license or other license that may be required to perform the work with students, shall receive an annual stipend of \$1,000. The parties also agree that this stipend will be retroactive to the 2008-2009 school year. Applicable proration due to less than 1.0 FTE will apply to this stipend per previous ACE/CTA contractual agreements.



LISA VIELER
ACE/CTA



PHILIP GORDILLO
Executive Director of Human Resources
Santa Clara County Office of Education

Date: 11/7/11

Date: 11/07/2011

Memorandum of Understanding

Between
Association of County Educators
And
Santa Clara County Office of Education
June 7, 2012 *2011* *JK*

RE: 205-day work year in Special Education

The parties acknowledge that the student calendar for Extended Year has been reduced to 19 days effective the summer of 2011. Effective July 1, 2012 the work year for unit members on a 202 (formerly 205) day calendar shall be reduced to 201 (204) days. During the 2011-2012 school year, teachers on a 202 (formerly 205) day calendar shall continue to be paid for 205 days, but unit members on that calendar will be required to provide an additional 6 hours to do IEPs or to serve as an AD at IEPs or to work directly with students without extra compensation (in addition to the 18 hours being provided on the pilot program). The 6 hours will normally be performed during the regular school year, unless otherwise approved by the principal.

Leslie Allen

For the Association

Lisa Walker

For the Association

Laura Keen

For the County Office of Education

June 7, 2011

Date

June 7, 2012

Date

6-7-11

Date

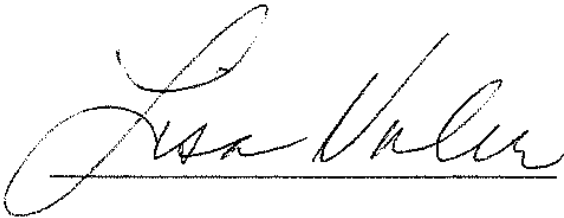
MEMORANDUM OF UNDERSTANDING

Between

SANTA CLARA COUNTY OFFICE OF EDUCATION AND ASSOCIATION OF COUNTY
TEACHERS/CTA/NEA


Re: Calculation of Per Diem Rate under Pilot Program

On June 7, 2011 the parties agreed to a pilot program to reduce the work year for all unit members on Schedule D by 3 days while maintaining salaries. See attached MOU. The parties agree to use the base 185-day work year and to calculate the per diem by dividing the annual compensation by 182 days. To ensure a uniform salary schedule, that per diem rate will be applied to all work years in implementing the pilot program. For example, the per diem rate for the 182 day work year shall be the same per diem rate for an employee on a 202, 207, or 217-day work year.



Lisa Vieler, for ACE

Date 6/15/11



Laura Kidwiler, Chief Human Resources Officer

Date 6-15-11

SCCOE


MEMORANDUM OF UNDERSTANDING

BETWEEN

SANTA CLARA COUNTY OFFICE OF EDUCATION AND THE ASSOCIATION OF COUNTY EDUCATORS,
CTA//NEA

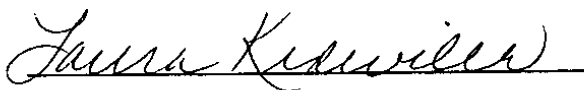
Re: Pilot Program to reduce work year

On June 7, ²⁰¹¹~~2010~~ the parties agreed on a pilot program to reduce the work year of all unit members on the Schedule D salary schedule by 3 days while maintaining status quo salaries. See attached Memorandum of Understanding. The parties agree to meet by March 2012 to evaluate this pilot program and to agree on whether to extend the program as a pilot for one more year, to discontinue or to modify the pilot or to incorporate the pilot into the collective bargaining agreement.



LISA VIELER, for ACE

Date 6/15/11



LAURA KIDWILER, Chief Human Resources Officer

SCCOE

Date 6-15-11

Memorandum of Understanding

Between
SCCOE and ACE

June 7, 2010 2011 *dk*

The parties agree to institute a pilot program, effective July 1, 2011 through June 30, 2012, that modifies the work year for certificated staff and defines designated time for completion of IEPs and additional direct work with students.

To this purpose, the work year of all unit members on the schedule D salary schedule, including all work year calendars, shall be reduced by three work days for the 2011-2012 school year. For example, the 185-day base work shall be reduced to 182 days and the 205-day work year shall be reduced to 202 days. The annual salaries, however, shall remain status quo, with the work year being reduced for purposes of STRS.

The parties agree that the reduction of three work days corresponds to eighteen hours of employment. For Special Education, these eighteen hours shall be utilized primarily for IEP meetings that cannot be completed during the adjusted work day. In such case that all 18 hours are not utilized to complete IEPs, the unit member and his/her principal shall agree to a plan to complete the remaining hours. For Alternative Education, these eighteen hours shall be utilized directly for instructional support and intervention with students beyond the regular work day. These hours shall be planned and agreed to by the member and his/her principal. Such activities may include, but not be limited to, home teaching, independent study, credit recovery, tutoring for various state testing as applicable, and other Principal approved work.

Should a bargaining unit member in Special Education have what he or she considers to be excessive IEP meeting requirements, requiring significant time beyond that which is provided by the contract and this pilot for attending IEP meetings, the member may request assistance from his or her principal or supervisor. Such assistance may include, but not be limited to, modification of the member's overall work load, approval of scheduling of meetings during the student day, release time to accommodate the additional requirements.

The parties agree to establish a tracking document to be used with this process.

Direct student teaching, such as home teaching or working on a per diem rate during Extended Year, shall be paid at pro-rated per diem using 185 days as a divisor. For purposes of determining the cost to districts for teacher time, the salary shall be divided not by 182 days but by 185.

The parties shall evaluate this pilot program before June 30, 2012 and mutually agree whether to continue the pilot for one more year, to discontinue the pilot or to incorporate the pilot program into the contract.

Bede Adams
For the Association

6/7/11
Date

Lisa Miller
For the Association

6/7/11
Date

Sandra Kiewiler
For the County Office of Education

6-7-11
Date

Memorandum of Understanding
Between the
Association of County Educators
And the
Santa Clara County Office of Education
June 7, 2011

The Parties agree that creation of the staff development program plan for the Santa Clara County Office of Education requires: participation by a diverse and representative team of members; a program that differentiates for experience and area of specialization; a built-in evaluation process; and continuous feedback between the participants and planners.

Cluster, Site or Program committee—shall consist of at least two bargaining unit representatives and an equal number of COE appointees. Their responsibilities shall include, but not be limited to:

- creating the calendar for the staff development events occurring during the school year;
- creating the content and structure for the staff development events during the school year;
- determining the options, content and duration of these staff development events;
- insuring that individual staff development events are evaluated;
- reviewing the evaluations for immediate modification to the remaining program, where ever possible; and,
- communicating with the County-wide Staff Development committee regarding this work

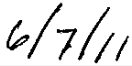
Committee meetings shall be calendared for the year at the first meeting of the group.

Bargaining unit members shall be granted appropriate release time or extra time for their participation.

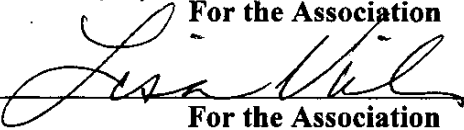
Decision-making of the committee shall be by consensus.



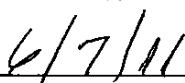
For the Association



Date



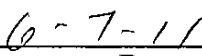
For the Association



Date



For the County Office of Education



Date

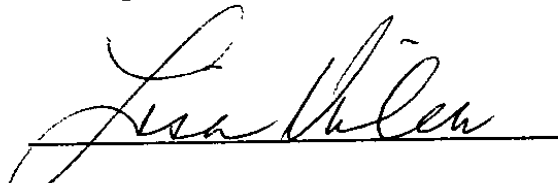
MEMORANDUM OF UNDERSTANDING

BETWEEN


**THE SANTA CLARA COUNTY OFFICE OF EDUCATION AND THE ASSOCIATION OF COUNTY EDUCATORS,
CTA/NEA**

Re: SCCOE-ACE CONTRACT Section 13.5(b)

The parties agree that the County Office of Education may designate the use of the four hours intended for staff meetings. For example, two of the four hours may be used for meetings of Professional Learning Communities (PLC).


LISA VIELER, for ACE

Date 6/15/11


LAURA KIDWILER, Chief Human Resources Officer
SCCOE

Date 6-15-11

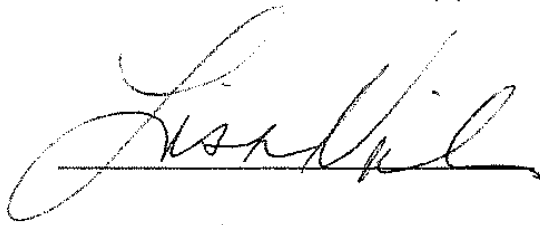
MEMORANDUM OF UNDERSTANDING

Between

SANTA CLARA COUNTY OFFICE OF EDUCATION and ASSOCIATION OF COUNTY EDUCATORS

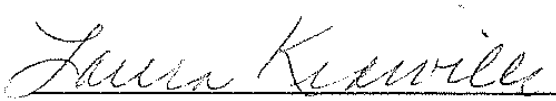
Re: Pay Warrants

Effective July 1, 2011 all unit members who were formerly paid on a ten-month schedule will have their annual salary paid on an eleven-month schedule.



Lisa Vieler, for ACE

Dated 6/15/11



Laura Kidwiler, Chief Human Resources Office

Dated 6-15-11

SCCOE

**Memorandum of Understanding
between
Santa Clara County Office of Education (SCCOE)
and
Association of County Educators (ACE)**

April 7, 2011

Alternative Education Department Work Year, 2011-2012

In recognition of the elimination of the extended year program at most, if not all, Community School sites, the parties agree that for the 2011-2012 school year, bargaining unit members in the Alternative Education Department (AED) shall be guaranteed the work year they currently have in the 2010-2011 school year. This MOU suspends the right of AED staff to select their work year for the 2011-2012 school year, (Article 13; section 13.10 (b) of the Collective Bargaining Agreement), except as determined by the following procedure:

1. The COE shall conduct an expedited process to allow bargaining unit members to identify their preferred work year for 2011-2012. This expedited process shall be completed no later than May 1, 2011.
2. The COE shall establish a list of bargaining unit members who wish to change their current work year.
3. The COE shall determine, in an on-going manner, the number, if any, of openings available at the site providing an extended year program.
4. Any bargaining unit member who currently has a 205, 210 or 220-day work year, but wishes to reduce that year to 185, shall be granted that change. Any bargaining unit member who is currently employed on a 185-day work year and prefers to teach a longer year (205 or 210-day work year), shall be ranked on a list, sorted by SCCOE seniority.
5. All openings shall be filled based upon seniority.

Further, the parties agree that AED members working a 185-day year, located at the extended year locations, shall work those days during the "traditional" school year calendar, August through June. However, the parties further agree that any AED member currently working a 185-day school year, who previously received his/her pay over 12 months because of working a portion of his/her year during the summer, shall be granted the right to work at least one day in July in order to receive pay over 12 months.

[Signature] Association of County Educators (ACE) *[Signature]* County Office of Education (SCCOE)

April 10, 2011 Date 4-19-11 Date

[Signature] Association of County Educators (ACE)

4/19/11 Date

Santa Clara County  Office of Education

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ASSOCIATION OF COUNTY EDUCATORS

Resolution of Dispute about Step Placement of Part-Time Unit Members

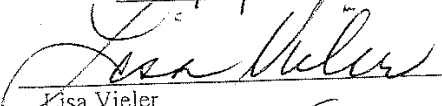
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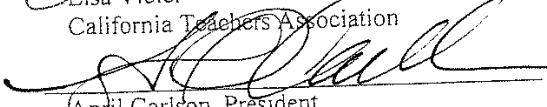
- A. Article 19.1(f) of the collective bargaining agreement between the parties provides that unit members shall advance one step on the salary schedule provided that the unit member has been employed for a minimum of 75% of the days in the unit member's contract.
- B. The contract is silent about application of this section to part-time unit members.
- C. Historically, unit members employed half-time (.5 FTE) or less than .8 FTE have been advanced a step after they worked at least 75% of two school years.
- D. In order to resolve the dispute about application of section 19.1(f) to part-time unit members, the parties agree as follows:

Agreement:

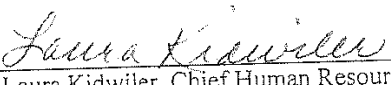
1. Part-time unit members working less than .8 FTE and who are employed by the Santa Clara County Office of Education as of the date of this Agreement shall be placed on the step where they would be if they were to have moved every year after serving for at least 75% of the prior contract year.
2. The Santa Clara County Office of Education shall compensate eligible part-time unit members with back pay without any interest retroactive to July 1, 2008 (the beginning of the current contract). There shall be no back pay obligation earlier than July 1, 2008. Eligible part-time unit members hired after 2008 shall receive back pay retroactive to the beginning of the second year of employment.
3. Unless the language of section 19.1(f) is changed through negotiations, the County Office agrees to move part-time unit members up a step each year so long as they have been employed for at least 75% of the days in the unit member's contracted work year.
4. This agreement is entered into in full settlement of the dispute between the parties about the application of section 19.1(f) to part-time employees.

Dated: 2/3/11


Lisa Vieler
California Teachers Association


April Carlson, President
Association of County Educators

Dated: 2-9-11


Laura Kidwiler, Chief Human Resources Officer
Santa Clara County Office of Education

MEMORANDUM OF UNDERSTANDING
between
SANTA CLARA COUNTY OFFICE OF EDUCATION
and
ASSOCIATION OF COUNTY EDUCATORS (ACE/
CALIFORNIA TEACHERS ASSOCIATION (CTA)

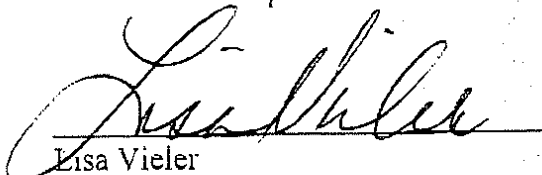
January 20, 2011

Transfer Eligibility for Head Start Teachers who do not have at least a Bachelor's degree

In order to ensure compliance with Federal Regulations regarding the qualifications of Head Start Teachers, the Office has changed the job description to require a minimum education level of a bachelor's degree from an accredited institution.

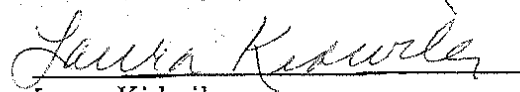
There are currently thirty-one (31) Head Start Teachers who have not earned a bachelor's degree. The Office agrees to allow these teachers to remain in their current position under the previous job description that did not require a bachelor's degree. Additionally, the Office agrees that these teachers may apply for open transfer positions and that they will be considered for these positions.

Date: 1/21/11



Lisa Vieler
CTA Staff

Date: 1-24-11



Laura Kidwiler
Santa Clara County Office of Education

MEMORANDUM OF UNDERSTANDING
Between the
SANTA CLARA COUNTY OFFICE OF EDUCATION (SCCOE)
And
ASSOCIATION OF COUNTY EDUCATORS (ACE)/
CALIFORNIA TEACHERS ASSOCIATION (CTA)

January 12, 2011

Retirement Notification – 2010-2011 School Year

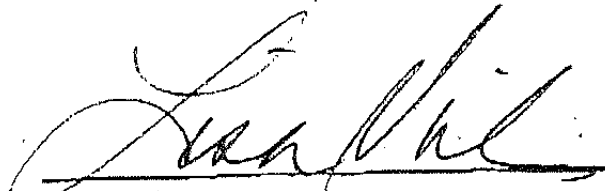
Members who notify the Office of their intent to retire no later than January 31, 2011 shall receive a \$1,500 stipend paid to them not later than 30 days after the effective date of retirement. The retirement must be effective no later than August 26, 2011.

Date:

1/18/11

Date:

1-19-11


Lisa Vieler
ACE/CTA


Laura Kidwiler
Santa Clara County Office of Education


April Carlson
ACE

1/14/2011

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND ACT/CTA


June 10, 2002

Administrative Designees

Special Education Principals may appoint unit members to serve as the Administrative Designee in IEP meetings in accordance with the following guidelines:

1. The Administrative Designee must have a credential authorizing the teacher to provide instruction to special education students.
2. All Administrative Designees shall receive paid training from the County Office prior to serving.
3. Individual unit members shall not be required to serve as an Administrative Designee more than 10 days per year for a teacher on a 185-day calendar, or 12 times per fiscal year for teachers on a calendar of 205 days or more.
4. When possible, 10 days' notice will be given for AD assignments; however, the parties recognize that parents can call an IEP meeting on very short notice.
5. A teacher may not serve as Administrative Designee for the teacher's own students.
6. A teacher who serves as Administrative Designee more than 10 times per fiscal year if on a 185 day calendar, or 12 times per fiscal year if on a 205 day or more calendar, shall be compensated \$25.00 for each Annual/Triennial IEP. Each teacher is responsible for keeping his/her own log of Annual/Triennial IEP's and must submit the log to the teacher's principal to receive this compensation.
7. IEP's that occur beyond the workday shall be compensated at a pro rata/per diem rate.


CINDY HELLER
ACT/CTA


LAURA KIDWILER
Assistant Superintendent
Santa Clara County Office of Education


GEORGETTE BROOKER
ACT/CTA

MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ACT/CTA

June 10, 2002

Classroom Cleanliness—Reporting Procedures


In the event a unit member finds that the classroom is not appropriately cleaned, the unit member will report the incident to the immediate supervisor.

In the event of an emergency where hygiene compromises the health of the students and staff, if the supervisor is not immediately available, the unit member may contact the director.

If the problem has not been resolved within 48 hours (two (2) working days), the unit member may then report the incident to the program director.



CINDY HELLER
ACT/CTA



LAURA KIDWILER
Assistant Superintendent
Santa Clara County Office of Education



GEORGETTE BROOKER
ACT/CTA


MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ACE/CTA

Pro-ACT Trainer Stipend

Teachers who administer Pro-ACT training shall receive a \$50.00 stipend per day of training.



LISA VIELER
ACE/CTA



LAURA KIDWILER
Assistant Superintendent
Santa Clara County Office of Education

Date: 5/20/09

Date: 5-20-09

Joint Letter to the Membership

In bargaining, a conversation occurred between the SCCOE and representatives of the ACE/CTA, regarding those aspects of each of our jobs that are to all of the bargaining representative's points of view, part of the professional responsibilities of our work.

In this general category, called professional responsibilities, are preparing lesson plans, preparing exams and tests, preparing report cards, grading student work, being available to meet with students and/or parents where appropriate. Nothing in this explanation is in conflict with the adopted job descriptions that exist currently in the COE, duly adopted by the Superintendent.

The parties are in agreement that completion of these general responsibilities do not result in extra compensation.

Dated: Feb. 11, 2009

Dated: 2-11-09


Lisa Vieler, ACE/CTA


Laura Kidwiler, SCCOE


Steve Schwimmer, ACE/CTA