CONTRACTUAL

AGREEMENT

BETWEEN

Sacramento County Superintendent of Schools

AND

Sacramento County Office of Education
Teachers Association/CTA/NEA
(SCOETA/CTA/NEA)

July 1, 2014 - June 30, 2017

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ARTICLE I
AGREEMENT

1.01 Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Superintendent of the Office of the County Superintendent of Schools of Sacramento County ("Superintendent"), and the Sacramento County Office of Education Teachers Association/CTA/NEA ("SCOETA"), an employee organization. This Agreement is entered into pursuant to Chapter 10.7, §§ 3540 through 3549 of the Government Code ("Act").

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. No further negotiations shall take place on any item with any other individual or agency within or without the SCOETA bargaining unit. SCOETA and SCOE shall observe the right to consult on items not included in this Agreement or if State Legislation change any part of the Agreement.

ARTICLE II
RECOGNITION

2.01 Recognition

A. Pursuant to Chapter 10.7 (commencing with § 3540) of the Government Code, SCOE recognizes SCOETA, as identified in Article I, as the exclusive representative of the certificated employees' unit.

B. It is the intent of the parties that representation of certificated personnel employed by SCOE shall rest with SCOETA.

2.02 Coverage

A. All regular and temporary certificated employees except management, confidential and supervisory. The following list of job descriptions will be updated as they are approved through the negotiation process:

Counselor, Alternative Education
Deaf and Hard of Hearing Specialist
ROP Instructor
Nurse, Infant Development
Nurse, Special Education
School Nurse
Program Specialist
Program Specialist, School Readiness
Program Specialist, Infant Program
Resource Specialist
Resource Teacher
School Social Worker
Sly Park Outdoor Science Teacher
Special Education Teacher for Court Schools
Speech Therapist
Teacher Alternative Education
Teacher, ED
Teacher for the Homeless
Teacher, Infant Development

Teacher, Juvenile Institutions
Teacher, Orient/Mobility
Teacher, Outdoor Conservation & Environmental Education
Teacher, SCBC
Teacher, SH
Teacher, Visually Handicapped
Vision Specialist
Vision Specialist, Infant Program
Vocational Specialist, SH

B. Except as provided in D or E below, probationary certificated employee is defined as one who has been employed by SCOE for less than two (2) years.

C. Classification status is determined by California Education Code (EC) Sections (§§) 44915-44920, 44910, 44911, and 44929.21. Generally, a probationary certificated employee is required to complete two (2) years of eligible service and return for the third year before becoming permanent.

D. As set out in Article 2.02.C, ROP teachers' classification rights are controlled by EC §44910 which disallows the achievement of seniority for the purposes of establishing permanent status. However, for the purposes of internal rights to transfer and displacement, Article XXV of this contract is intended to allow for seniority-based displacement among ROP teachers, provided that SCOE determines, based upon experience and credentialing, that the ROP teacher is qualified for the position. To the degree that Article XXV contradicts or appears to contradict the classification status set out above, it shall be construed in light of Articles 2.02.C and 2.02.D of this agreement.

ARTICLE III
ORGANIZATIONAL SECURITY / DUES DEDUCTION

3.01 Agency Shop

Any unit member who is a member of the SCOETA, or who has applied for membership, may sign and deliver to SCOE an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in SCOETA. Pursuant to such authorization, SCOE 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.

3.02 Dues

Any unit member who is not a member of the SCOETA, or who does not make application for membership prior to September 1, 1993, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of SCOETA or pay to SCOETA a fee in an amount equal to unified membership to SCOETA in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Article 3.01. In the

event that a unit member shall not pay such fee directly to SCOETA, or authorize payment through payroll deduction as provided in Article 3.01, SCOETA shall so inform SCOE, and SCOE shall immediately begin automatic payroll deduction as provided in EC § 45061 and in the same manner as set forth in Article 3.01. There shall be no charge to SCOETA for such mandatory agency fee deductions.

3.03 Exemption

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

- Foundation to Assist California Teachers
- Mustard Seed
- WEAVE

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

3.04 Proof of Payment for Exemption

Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 3.03, shall be made on an annual basis to SCOETA and SCOE as a condition of continued exemption from the provisions of Articles 3.01 and 3.02. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before (same date as cash dues/fees) of each school year.

3.05 Non-Fee-Paying Member Cost of Services

Any unit member making payments as set forth in Articles 3.03 and 3.04, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

3.06 Remission of Fees

With respect to all sums deducted by SCOE pursuant to Articles 3.01 and 3.02, whether for membership dues or agency fee, SCOE agrees promptly to remit such monies to SCOETA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in SCOETA, and indicating any changes in personnel from the list previously furnished.

3.07 Agreement to Furnish Information

The Association agrees to furnish any information needed by SCOE to fulfill the provisions of Article 3.03.

ARTICLE IV
RIGHT TO REPRESENTATION

4.01 Right to Representation

When a potential grievance and/or other employee concerns are being addressed, prior to any formalized process, certificated employees shall be advised by their immediate supervisor of their right to representation by SCOETA or another person of their choice.

ARTICLE V
GRIEVANCE PROCEDURE

5.01 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.02 Grievance Definitions

The following definitions control the meaning of the terms as used in this procedure:

A. "**Grievance**" means a claim by one or more unit members that there has been a violation, misinterpretation or misapplication of a provision of this agreement.

B. "**Grievant**" means the person or persons making the claim, including SCOETA.

C. "**Party in interest**" means any person who might be required to take action or against whom action might be taken in order to resolve the claim.

D. "**Day**" means any day in which a unit member is required to render service to SCOE.

E. "**Immediate supervisor**" means the person at the lowest administrative level who has been designated management or supervisory and who assigns, reviews or directs the work of the employee.

F. "**Director**" means the person who, under general direction, administers the operations of a department, provides leadership and coordinates services.

G. "**Party**" means the grievant(s) and SCOE.

5.03 Time Limits

Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure at any step of this procedure to communicate the decision on a grievance within the specified limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

Should a grievance be in process, and cannot be concluded because of the unavoidable absence of the grievant(s) or the appropriate management representative, then the time limits set forth in this article shall be suspended until such absence is concluded or until an appropriate representative is appointed to allow the grievance to continue.

5.04 Presentation

A certificated employee or his/her representative, or both, may present a grievance while on duty. On all grievances no more than three (3) may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by SCOE. Such approval shall not be unreasonably withheld.

5.05 Representation

The grievant may be represented by SCOETA or any eligible representative of his/her own choosing, other than another employee organization, whether or not that representative is a certificated employee, at any formal and informal step of this procedure.

When a potential grievance is being addressed, prior to the formal process, certificated employees shall be advised of their right to representation.

5.06 Informal Discussion

The alleged violation shall be discussed informally with the immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of SCOETA present.

5.07 Formal Grievance—Step I (Immediate Supervisor)

A. If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than thirty (30) work days from the time the certificated employee might reasonably have been expected to know of the act or stated condition which is the basis of the certificated employee's complaint.

B. A formal grievance shall be initiated in writing on a form prescribed by SCOE and approved by SCOETA and shall be filed with the immediate supervisor. A copy of the form shall be sent to SCOETA. That form shall be completed to show the following:

1. Grievant's name and work location

2. Grievant's work function

3. Date the grievance is delivered to the immediate supervisor

4. Provision(s) of the agreement alleged to have been violated, misapplied or misinterpreted

5. Circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places as appropriate)

6. Remedy sought by the grievant

7. Name of the representative, if any, chosen by the grievant

8. Signature(s) of the grievant(s)

C. Within ten (10) work days after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If the grievant is not represented by SCOETA, a copy shall be sent to SCOETA.

5.08 Formal Grievance—Step 2 (Director)

A. If the grievant is not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing within ten (10) work days to the appropriate Director. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.

   If the grievant reports directly to the Director, the initial grievance shall be filed at this step in the manner stated for filing a grievance at Step 1.

B. The Director shall investigate the grievance as fully as he/she deems necessary, and shall provide for a conference with the grievant, who shall continue to have his/her

right to representation. The Director shall respond within ten (10) work days of the appeal to the grievant. The response shall state the Director's decision and his/her view of the facts and his/her conclusions respecting the intentions of the grievant on appeal. If the grievant is not represented by SCOETA, a copy shall be sent to SCOETA.

5.09 Formal Grievance—Step 3 (Superintendent)

A. If the grievant is not satisfied with the decision rendered at Step 2, he/she may appeal the decision in writing within ten (10) work days to the Superintendent. The grievant shall identify each aspect of the Director's decision with which the grievant disagrees.

B. The Superintendent or his/her designee shall investigate the grievance and shall hold a conference with the grievant, who shall continue to have his/her right of representation. The Superintendent or his/her designee shall respond in writing within ten (10) work days of the appeal, to the grievant. That response shall state the Superintendent's decision and his/her view of the facts and his/her conclusions respecting the contention of the grievant on appeal. If the grievant is not represented by SCOETA, a copy shall be sent to SCOETA.

5.10 Formal Grievance—Step 4 (Binding Arbitration)

A. If the grievant is not satisfied with the decision at Step 3, grievant may request that SCOETA appeal the decision to binding arbitration within five (5) working days of the receipt of the Step 3 decision. Such requests by SCOETA's president, or official designee, will be in writing and shall be filed with the Superintendent's designee for employee relations within ten (10) working days of the grievant's request. If such request is not filed within the time limitations prescribed above, the grievant will be deemed to have waived the right to a Step 4 hearing.

B. A certified court reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the grievant or SCOE. In any case in which a court reporter is involved, the parties shall share equally the cost of such reporter, including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a court reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts.

C. When arbitration has been requested, the parties may mutually agree on an arbitrator or shall contact the American Arbitration Association for a list of arbitrators in accordance with American Arbitration Association procedures. SCOETA and SCOE representatives shall follow the American Arbitration Association procedures for choosing an arbitrator. The arbitrator shall utilize the voluntary rules of the American Arbitration Association insofar as said rules do not conflict with the grievance procedure in this agreement.

D. All costs for the services of the arbitrator, including, but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room

will be borne equally by SCOE and SCOETA. All other costs will be borne by the party incurring them.

E. Each party shall bear the full costs for its representation in the arbitration. The administrative costs of the American Arbitration Association and the arbitrator's fees and charges shall be divided equally between the grievant and SCOE.

5.11 Attendance at Hearing

SCOE agrees that certificated employees shall not suffer loss of compensation for time spent as a grievant, representative, or witness at a hearing held pursuant to this procedure, subject to the provisions under Article 5.04, nor shall SCOETA be charged.

5.12 Notice to Association

A unit member may at any time present grievances to the employer, and have such grievances resolved, without the intervention of SCOETA, as long as the resolution is reached prior to arbitration and such resolution is not inconsistent with terms of the written agreement. If an employee presents a grievance on his/her own behalf, SCOETA shall have the right to be present and state its views at all grievance meetings. SCOE shall not agree to a resolution of the grievance until SCOETA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

5.13 No Reprisals

No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration against any grievant, member of SCOETA or any other participant in the grievance procedure by reason of such participation.

5.14 Separate File

Grievance documents shall not be kept in the employee's personnel file.

5.15 Omitting Steps

By mutual agreement of the parties, any step of the grievance procedure may be omitted.

5.16 Release Time

A. The President and up to two (2) members designated by SCOETA shall be entitled upon request to a maximum of six (6) hours, travel time inclusive, per month. This time is exclusively for the purpose of grievance processing. Time spent at a hearing or conference with management personnel shall not be charged against this maximum.

B. Each of the persons identified in (A) above shall notify, in writing, his/her immediate supervisor and shall report in upon return to duty.

C. Upon entering another work location, the persons identified in (A) above shall identify him/herself to the office.

ARTICLE VI
EVALUATION PROCEDURES

6.01 Frequency

A. In accordance with EC § 44664 (a), probationary certificated employees (first and second years of service with SCOE) shall be given one evaluation each school year.

B. Permanent certificated employees shall be evaluated every other school year.

C. Unit members with permanent status who have been employed at least ten (10) years with SCOE, are highly qualified, as defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be evaluated every five years if the unit member and evaluator consent to this schedule. Either party may withdraw consent. The agreement shall be in writing and maintained in the personnel file.

6.02 Evaluation Standards

The California Commission on Teacher Credentialing (CCTC) has adopted professional standards that will guide teacher preparation programs and new teacher assignments. These standards are organized around six (6) interrelated categories of teaching practice, with several supporting elements under each Standard. The California Standards for the Teaching Profession (CSTP) are incorporated into the evaluation process of all certificated employees:

1. Engaging and Supporting All Students in Learning
2. Creating and Maintaining Effective Environments for Student Learning
3. Understanding and Organizing Subject Matter for Student Learning
4. Planning Instruction and Designing Learning Experiences for All Students
5. Assessing Student for Learning
6. Developing as a Professional Educator

Evaluation considerations shall include:

A. Establishment and maintenance of teaching responsibilities as described in the employee's job description and Superintendent's Certificated Offer of Employment.

B. Agreed upon individual and program objectives chosen, as identified in the employee's Initial Conference Agreement (ICA).

C. Performance of "Professional Expectations," as specified in Standard Form.

D. Formal observations, walk-throughs and professional conversations.

E. Certificated staff is responsible for all CSTP standards. For evaluation purposes, and in order to collect data, the member and evaluator may focus on a specific standard.

6.03 Alternative Evaluation

A. Qualification

Alternative evaluation is available for any certificated employee with six (6) or more years of experience in SCOE, not currently participating in the Peer Assistance Review (PAR) Program as a referred teacher.

B. Description of Program

The certificated employee, in collaboration with the immediate supervisor, shall develop a plan for professional growth and development. The plan shall consist of one or more activities relating to the California Standards for the Teaching Profession, as listed in Article 6.02. Activities shall also be designed to integrate the Teaching Standards with elements of the Standards for Student Learning, and Standards for Educational Leadership. Certificated employees are encouraged to design collaborative activities with colleagues.

C. Alternative Evaluation Activities

Possible activities for an alternative evaluation are listed on the SCOE Certificated Personnel Alternative Evaluation form. The certificated employee should indicate, during the meeting, the intent to participate in the alternative evaluation process. Plans for all activities shall be finalized prior to February 28 of the school year. Employee and immediate supervisor shall schedule a conference within ten (10) days before the activity commences to review the plan, and within ten (10) days after the activity is completed to finalize the evaluation. While certificated employee and immediate supervisor may agree together upon evidence of activity completion, classroom visits and/or observations related to the alternative evaluation are highly recommended. Alternative activities and evaluations may be scheduled throughout the school year; final due date for activities is May 15; final due date for evaluation is May 30.

6.04 Timelines

Initial Conference Agreement (ICA) shall be held on or before October 15 of each school year.

A. Observations

1. Probationary employees – formal observations and observation conferences shall be completed between October 15 and January 15.

2. Permanent employees – formal observations and observation conferences shall be completed between October 15 and March 1.

B. Evaluation Conference

1. Probationary employees – evaluation conference shall be completed by January 31.

2. Permanent employees – evaluation conference shall be completed by April 2.

6.05 Initial Conference Agreement (ICA) Meeting

A. For all certificated employees, a meeting shall be held each school year, between the employee and the immediate supervisor, to complete the Initial Conference Agreement (ICA). The purpose of the meeting shall be to develop and mutually agree to the standards to be evaluated and discuss additional professional goals and/or activities. Timelines may be modified on an individual basis for new employees hired after the beginning of the program year.

If immediate supervisor and employee are unable to reach agreement at the ICA, then a meeting will be held with the appropriate Assistant Superintendent.

B. Amendments to the ICA

During the course of the evaluation period, circumstances may change which may require modification of the original goals and objectives in the ICA. The necessity for a change in goals and/or activities shall be jointly determined by the certificated employee and the immediate supervisor. Agreement upon new goals and/or activities shall be reached in the same manner as were the original goals and/or activities.

6.06 Evaluation Process

A. Pre-Conference/Observation

1. Pre-Conference – Prior to an employee's formal observation, the immediate supervisor shall contact the employee to provide advance notice of forty-eight (48) hours, or a minimum of twenty-four (24) hours in an emergency, and to arrange the time of the observation. During this contact, employee and immediate supervisor shall review ICA goals and/or activities targeted for observation.

2. Observations – Each employee shall be observed at least twice prior to the formal evaluation. Observations shall be a minimum of thirty (30) minutes.

3. The original observation notes shall be available for review at the Observation Conference.

B. Observation Conference

The formal observation shall be followed within five (5) days by an observation conference, during which the certificated employee and immediate supervisor shall review activities/interactions observed and discuss specific performance data collected to date. The five-day timeline may be extended for five (5) additional days by mutual agreement, when either the employee or immediate supervisor is on an authorized absence from the office.

C. Informal Observations

Informal observations by the immediate supervisor, with or without prior notice, are expected to be conducted throughout the school year, at the discretion of the immediate supervisor.

D. Formal Evaluation Conference

1. Evaluation Conferences for employees using the Certificated Personnel Evaluation—Standard Form shall be held with employee and immediate supervisor.

2. The employee's final evaluation form shall be signed, but such signature does not constitute agreement with the judgment of the evaluator. The employee may submit a written response that will be attached to the evaluation form. Such written response shall be submitted within thirty (30) calendar days following employee's receipt of the evaluation.

E. Performance Improvement Plan

1. A Performance Improvement Plan (PIP) is a detailed action plan for the continuous improvement of a permanent certificated employee. A Performance Improvement Plan shall be developed for a permanent employee who receives an "Unsatisfactory" rating on his/her Certificated Employee Evaluation and the employee shall be referred to the PAR Program for peer assistance. (See Article XV, Peer Assistance and Review).

6.07 Evaluation Grievances

A. If a grievance concerning use of forms, timelines, or due process arises out of this section, the time limits appropriate thereto shall be covered by Article V, Grievance.

B. Final judgments on performance reached by the evaluator are not subject to the grievance procedure.

C. Evidence which is unreliable shall not be used for evaluation purposes. No site administrator or other SCOE employee or anyone from an outside agency shall have the right to submit any unreliable documentation or input which will be used in the evaluation of the employee.

D. After three (3) years, any negative written comments on the performance of the certificated employee that have not been substantiated by other reports, shall be removed from his/her personnel file upon request of the certificated employee.

6.08 Non-Reelection Conference

As per California Education Code, probationary certificated employees may be subject to non-reelection, at the discretion of the Superintendent, with notification by March 15 of the second probationary school year. Supervisors shall schedule a notification conference with probationary employees being recommended for non-reelect, by March 15 of the second probationary school year or by the last work day of the first probationary school year.

In addition, SCOE and SCOETA agreed that the new evaluation forms are approved.

ARTICLE VII
PUBLIC COMPLAINTS AND PERSONNEL FILES

7.01 Public Complaints

A. Any complaint, charge or allegation made by a parent, agency or member of the public against a certificated employee shall first be submitted to the Deputy Superintendent. The Deputy Superintendent will determine whether the complaint is of such a nature or severity that the complaint should be placed in writing and investigated. The complainant will be requested to include the name of each employee involved, the date of the incident, and a brief but specific summary of the complaint and the facts surrounding it. However, if the complainant either can't or refuses to, the matter will still be subject to review by the Deputy Superintendent or designee. In those instances where notice of the complaint will neither risk the integrity of the investigation nor interfere with law enforcement, the Deputy Superintendent shall notify the certificated employee and investigate the complaint or allegation within ten (10) days.

B. Complaints which cannot be substantiated to the satisfaction of SCOE shall not be written up and placed in the employee's personnel file or serve as a basis for any action against an employee. All notes or written memos not substantiated to the satisfaction of SCOE shall be destroyed.

C. During the pendency of an investigation, provided that no illegal conduct is alleged, a complaint against an employee not subject to a public record request order or other legally required disclosure must be held in strict confidentiality.

D. Named employee shall upon his/her request be entitled to representation by SCOETA and/or by another individual of his/her choosing.

7.02 Procedures

In the event that the complainant declines to meet or a resolution is not reached, the following procedures shall apply:

A. The administrator investigating the complaint will 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. The investigation will be completed within ten (10) working days from the filing of the complaint.

B. Unless extenuating circumstances exist, in which case SCOETA shall be notified, the administrator investigating the complaint will first discuss the charge or allegation with the effected 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 ten (10) working days after 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 capable of responding.

C. The unit member will be given an opportunity during the work day 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 supervisor with a written response within the ten (10) day period before the report is sent to the Superintendent, or placed into his/her personnel file, the unit member's response will be attached to the report when sent to the Superintendent or it is placed in the file.

D. If the complaint remains unresolved after review by the investigator, the investigator shall refer the complaint, along with a report and analysis of the situation to the Superintendent or designee for resolution. A copy of this report will be provided to the employee against whom the complaint is lodged.

E. Prior to a determination as to the disposition of the complaint, should the Superintendent in his sole discretion feel that it would aid a resolution to the matter, the Superintendent may allow for a hearing on the complaint before a designee of SCOE. The Superintendent's determination shall be final except as the matter is appropriately subject to the Uniform Complaint Process or the grievance procedure. The Superintendent or designee will make a determination as to the disposition of the complaint, and will inform the complainant and named employee in writing within thirty (30) days of receiving the supervisor's written report.

7.03 Personnel File

A. <u>Location of File</u>

SCOE shall maintain all personnel files in the Personnel Office.

B. When taking a personnel action based upon a perceived negative issue, only documentation contained in the employee's personnel file may be considered in making the decision. Decisions affecting an employee include, but are not limited to, change in work assignment, transfer, or dismissal. No allegations or documentation of an employee's conduct, which has not been properly included in an employee's personnel file, may be presented, discussed or considered.

C. Rights to Inspect Personnel Files

In accordance with EC § 44031, materials in files or materials to be placed in the files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved provided that the request is made for a time when such person is not actually required to render service to the employing District (After hours, before school, duty free lunch).

D. Association Representative

Employees shall have the right to an Association representative present to examine their personnel file and obtain copies of items within the file at their own expense. Such review of this material shall take place during normal business hours, and in the presence of the Director of Human Resources or designee. The employee may be released from duty for this purpose without salary reduction. Any employee may review and comment on any material in his or her personnel file during normal business hours.

E. Confidentiality

The Personal File shall be confidential. SCOE shall take reasonable steps to protect the confidentiality of personnel information stored on either written documents, on disks, or on hard drives. Information stored on hard drives shall be secured so that access is limited, and information stored on disks shall be converted to hard drive when appropriate. There shall be a log maintained in the front of each personnel file, and any person who reviews the file shall sign and date the log. Access to the file shall be limited to the following on a need to know basis:

1. Unit member

2. Unit member's designated representative

3. Unit member's immediate supervisor

4. Unit member's department head

5. The Director of Human Resources or designee

6. An administrative hearing officer

7. Court order

8. Superintendent or legal counsel for the office

F. Employee's Rights Relative to Derogatory Materials

Every effort to resolve any issues prior to actual placement of derogatory materials into the employee's file shall be made by human resources. If requested and approved, the employee shall have the right to meet with the person who has written the negative document. Such meetings shall be with the Director of Human Resources or designee and an association representative. Certificated employees shall be given a copy of any negative or derogatory materials to be placed in their personnel file. The certificated employee shall be given an opportunity to prepare written comment on any material before it is placed in their personnel file. The employee's comments will be attached to the derogatory material before it is placed in the personnel file. Documents of derogatory and/or negative nature from whatever source shall not be filed for fourteen (14) calendar days so that the employee shall have been given notice and an opportunity to review the materials and comment thereon.

G. Erroneous or Invalid Material

All material in the personnel folder which are found to be erroneous or can be invalidated by SCOE shall be destroyed.

H. Grievance, Removal of Negative Material and Lawsuits

All documents, communications and records dealing with the processing of any grievance will be filed in a separate grievance file and will not be placed in the personnel file of any of the grieving participants.

I. Upon request and, if legal, negative documents may be removed from the personnel file after three (3) years.

J. Legal Costs

SCOE agrees to pay all legal costs awarded by a court if disciplinary action is taken against the employee based on the material placed in the file and that information is found to be false.

ARTICLE VIII
SCHOOL AND CONTRACT CALENDARS

8.01 School Calendar and Work Year

SCOETA will have the opportunity to review and provide input into all proposed program work calendars prior to adoption by the Superintendent. Once the

Superintendent adopts program work calendars, SCOE will submit all proposed calendar changes occurring during the school year to SCOETA prior to implementation. The attached program calendars are submitted as an exhibit to the contract.

8.02 Individual Certificated Employee Calendars

A. Sites and programs will work to schedule individual work year calendars in such a fashion as to minimize the need for substitutes. The development of individual calendars and non-contract days will ensure both the safety and efficiency of our educational programs. After site individual calendars have been developed, program managers will meet to review system-wide co-ordination.

B. For the purposes of assuring staff coverage throughout the calendar year, employees assigned and working in educational programs shall submit a calendar delineating specific work days for the ensuing year within two weeks from the date SCOE provides the calendar to the employee and requests the signed calendar to be returned. Changes to individual calendars shall be submitted to and must be approved by the appropriate site administrator. The site administrator shall make a reasonable effort to accommodate the requested change.

C. Certificated employees included for consideration in this process shall include classroom teachers, itinerant teachers, and all other certificated employees responsible for providing direct services to students enrolled in SCOE educational programs.

8.03 Workday Carryover

A. Upon approval of a department head a certificated employee may work up to ten (10) additional days within their program year.

B. Any additional days worked shall be carried forward into the following fiscal year.

C. Scheduling of the additional days shall be mutually agreed upon between the supervisor and the employee.

D. In no event shall more than ten (10) additional days be carried forward into the following years.

E. SCOE may choose the option of paying the employee for the allowed carryover days.

F. The parties shall meet as necessary to monitor this section.

8.04 Extra Assignments

A. Except for the provisions of Articles 8.01 and 8.05, all extra assignment and summer school positions shall be filled according to the following criteria:

1. Possession of the credential to perform the service

2. Seniority

For the purpose of this article, "extra assignments" means:

Additional instructional program assignments beyond the base contract year and/or eight (8) hour day, paid at the hourly rate, except as noted in Article 8.05.

B. Summer school teaching positions shall be paid at five-eighths (5/8) of the employee's daily rate. SCOE will notify Probation of SCOEs needs for appropriate scheduling and seek to avoid scheduling that requires additional student supervision time.

C. SCOE shall post all additional teaching assignments and/or summer school teaching positions at least five (5) days prior to awarding the teaching assignment. Postings shall be at locations designated by the Superintendent. When requested, notifications of additional teaching assignments and/or summer school openings shall be mailed to certificated employees.

D. Additional teaching assignments and/or summer school openings shall be filled with qualified employees within the program where the opening occurs prior to considering other applicants.

8.05 Grandfathering of Teachers, Juvenile Institutions

Grandfathered instructors (as per Article 32.03) will be provided the right of first refusal or assignment to one of two summer school sessions as set out in the Juvenile Court Schools Calendar.

8.06 Responsibility for Preparation and Lesson Planning

Responsibility for preparations and lesson planning will be appropriately provided by the instructor assigned to the extra assignment.

ARTICLE IX
HOURS

9.01 Site Time

A. A certificated employee shall not be required to be on site, including lunch and relief periods, more than eight (8) hours per day.

B. SH/ED certificated employees' additional days shall be no longer than five (5) hours.

C. Flexible scheduling of hours will be allowed in the event it is necessary for certificated employees to perform their regular program responsibilities outside the normal program hours. The administration and certificated bargaining unit will mutually agree on flexible hour scheduling for specific programs. If an agreement cannot be reached, then the disagreement will be referred to mediation. Should an agreement not be reached in mediation, the Superintendent may invoke a schedule that attempts to meet both the needs of the program and the employees.

9.02 Work Operational Hours

The shared decision-making team shall recommend to the Superintendent the appropriate operational hours for each individual site taking into account the scope and responsibilities of the instructional day.

The team shall develop rules and regulations which shall include, but are not limited to, planning and preparation periods; relief periods and uninterrupted duty free lunch periods of not less than thirty (30) consecutive minutes.

9.03 Payment for Extra Services

Employees assigned duties beyond their site time shall be compensated at the rate of one-eighth (1/8) their daily rate of pay for each hour of such service.

This provision shall not apply to field trips and conferences.

9.04 Rest Periods

Rest periods shall be permitted morning and afternoon to reasonably accommodate the certificated employees and the needs of the program.

9.05 Minimum Days

A. All SCOE instructional programs providing educational services to students for a state mandated minimum number of instructional minutes per day shall be eligible to schedule into their yearly calendar the maximum number of minimum days allowed by law according to their total program minutes considering the district calendar.

B. Minimum days will be planned and scheduled for the school year on a site-by-site basis and/or program calendar basis, using a shared decision making model.

C. Activities conducted on minimum instructional days may include but are not limited to:

1. classroom maintenance

2. review of curriculum/program review and development

3. charting/correspondence with parents/parent surrogates/care providers

4. inservice training

5. staff meetings

6. preparation of quarterly report cards

ARTICLE X
SPECIAL EDUCATION

10.01 Individualized Education Program (IEP) and Assignment of Special Education Students

A certificated employee shall have the right to:

A. Receive an IEP pursuant to EC § 56347;

B. Request a review of the IEP by the IEP team of any special education student assigned to his/her class or case load, pursuant to EC § 56343;

C. Whenever possible, the receiving teacher shall participate on the IEP team pursuant to EC § 56341;

D. Request assistance from a program supervisor, school psychologist or other appropriate staff member, regarding any student behavior or student learning need;

E. Exercise the degree of physical restraint of students as specified in the Education Code, and other relevant statutes and regulations.

F. All certificated employees responsible for pre/post testing for the purpose of establishing criteria for setting goals and objectives in IEP shall, whenever possible, have sufficient release time from the classroom, with a paid substitute when necessary, to conduct the evaluation in a timely manner.

G. Copies of IEPS shall be made available to receiving teacher within forty-eight (48) hours after receipt by the program supervisor.

10.02 Individualized Education Program (IEP) During Summer School

A. When a new student is referred to SCOE during the summer school program and the referral involves the teacher attending an IEP, writing a report and/or conducting a home visit beyond the normal summer school hours, then the receiving teacher shall be compensated at the individual teacher's per diem hourly rate for those additional hours of work for each new student per supervisor authorization.

B. If the teacher is not working/available during the summer when a new student is added to the class, attempts will be made to notify the teacher of the student's enrollment. New students will be given a thirty (30) day interim IEP.

10.03 Laws, Rules and Regulations

A. All SDC's shall have a class size, which shall not exceed twelve (12) students without the written consent of the classroom teacher. Each class shall have one (1) teacher and up to two (2) para-educators based on student need. Additional para-educator support, as identified in the student's IEP may be provided per agreement with the student's home school district.

B. SCOE shall take into consideration issues, such as student needs, safety, maximization of funding, and staff input when an individual class is above maximum class size.

C. SCOE shall make reasonable efforts to equalize class sizes throughout the SDC/SH programs consistent with the needs of the students and unique features of each group.

10.04 Special Education Prep Periods

Special Education teachers working in SDC programs not having a daily prep period, whose assignments require them to have six (6) or more student contact hours, shall receive $1,200.00 per year in addition to their regular salary.

This additional compensation shall be paid in two (2) increments on the December and June pay warrants.

10.05 Stipend for Speech Therapists Working with SLPAs

Speech therapists will receive an annual stipend of $1500 for SLPA supervision.

ARTICLE XI
LEAVES

11.01 General Terms Governing Leaves of Absence

A. Certificated employees returning from paid leave of less than one (1) semester duration shall be returned to the same assignment held at the commencement of the leave.

B. Certificated employees returning from one (1) semester of leave or more, other than sabbatical leave, shall, when possible, be returned to the same assignment held at the commencement of the leave. If such employee cannot be returned to the same assignment, the employee shall be placed in a similar assignment in the same program, if possible. Prior to the finalization of the assignment the employee shall be provided the opportunity to express his/her preference.

C. Whenever possible, request for leaves must be submitted to the Superintendent, or his/her designee, in writing thirty (30) calendar days before the expected commencement of the leave, giving specific dates and reasons.

D. Leaves may be granted for a maximum of one (1) year.

E. For all absences subject to a daily rate reduction, the daily rate of pay shall be determined by dividing the annual rate of pay by the number of days in the certificated employee's work year.

F. When a leave is granted, the recipient has a contractual obligation to utilize the leave period for the purpose specified.

G. A certificated employee on paid leave of absence shall not engage in any form of compensated outside employment which is additional to that which he/she was or could have been engaged in concurrently with his/her service in SCOE.

11.02 Religious Observance

Certificated employees shall be granted a leave of absence without pay for religious observance, not to exceed three (3) work days per school year.

11.03 Accrual and Accumulation of Sick Leave

Sick leave shall be accrued at the following rate for employment during the individual's work year:

A. School year (10) months—12½ (twelve and one-half) days sick leave;

B. School year plus 20 days service—13¾ (thirteen and three quarters) days sick leave;

C. School year plus 40 days service—15 (fifteen) days sick leave;

D. Twelve-month basis—15 (fifteen) days sick leave. Such leave shall be accumulated without limit.

E. For purposes of implementing this article, sick leave shall be accrued by the total number of days worked in any school calendar year regardless of the number of assigned hours during additional days. This provision shall apply to full time employees and shall be prorated for those working less than full time.

F. ROP teachers working additional teaching assignments and/or summer school shall be awarded 0.07 hours of sick leave for every one hour worked.

G. Sick leave awarded for additional teaching assignments and/or summer school may be used at any time during the assignment.

H. If any sick leave hours are not used during the additional teaching and/or summer school assignment, they will be added to sick leave accumulated during the teacher's base contract year.

I. Sick leave earned during the regular program cannot be used for extra assignment purposes.

11.04 Recouping Overdrawn Sick Leave

Sick leave which has been credited and used but not earned upon termination shall be repaid by deduction from final salary settlement.

11.05 Use of Sick Leave

Sick leave may be taken anytime during the employee's work year and in addition may be utilized for absences due to medical or dental appointments, and/or examinations, provided such absences are scheduled with prior notification to the supervisor.

An employee becoming aware of the need for extended absences due to surgery, pregnancy/childbirth, or the recovery therefrom, or other medical care which may be required shall submit a statement from his/her physician as far in advance of the initial disability date as possible. The physician's statement, on the form attached as Exhibit A, shall include the anticipated beginning date of disability, the cause of the disability, and the anticipated date of return to active service.

Absences from duty may be approved for attending to a member of his/her immediate family because of the illness, medical treatment, injury, operation or exposure to contagious disease where attendance of such employee is required. The employee's "immediate family" is defined as the mother, father, grandmother, grandfather of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, or sister, sister-in-law, or brother, brother-in-law of the employee, or grandchild of the employee or of spouse of employee. A spouse is recognized as any partner by marriage or registered domestic partnership. California does not recognize cohabitation or common-law agreements. In addition, any individual eligible for medical coverage under SCOE's medical plan is included in this definition.

11.06 Report of Accumulated Sick Leave

SCOE shall provide each certificated employee with a written statement of his/her accumulated sick leave no later than June 1 of each school year.

11.07 Verification of Leave

If SCOE has cause to suspect sick leave has been inappropriately used, either an investigation may be initiated and/or verification of the cause of absence may be required by SCOE after five (5) consecutive work days. Cause may be indicated by a pattern of usage, including but not limited to a disproportionate amount of time used connecting either to weekends or to holidays. It may also be indicated by repetitive exhaustion of sick leave.

11.08 Parental Leave

A unit member shall be granted, upon request, up to three (3) work days of paid leave to be taken at the time of delivery of the child, receipt of the adopted child and/or at the time the mother and child leave the hospital. This leave shall be deducted from sick leave

11.09 Child Rearing

A unit member who is a natural, adopting or foster parent may be granted an unpaid leave for child rearing which shall not exceed twelve (12) weeks within one (1) calendar year. Requests for such leave shall be made to the Personnel office at least eight (8) weeks prior to the anticipated date on which the leave is to commence. Any leaves granted will conform with the California Family Rights Act.

11.10 Extended Sick Leave

When an employee is absent from duty because of illness or injury for a period of five (5) calendar months or less, the amount deducted from salary due him/her for any month in which the absence occurs shall not exceed the lesser of (1) the sum which is actually paid the substitute employee employed to fill his/her position (or if a substitute is not employed the amount that would have been paid a substitute) during his/her absence, or (2) fifty percent (50%) of his/her daily/monthly salary.

11.11 Definition of Five-Month Period

The five (5) month period in Article 11.10 includes the earned accumulative sick leave and begins when the current year's sick leave entitlement has been used.

The Personnel department shall develop a timeline/chart and other materials which will aid in explaining all health leave benefits of employees.

11.12 Industrial Accident and Illness Leave

A. Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days during which the schools of SCOE are required to be in session or when the certificated employee would otherwise have been performing work for SCOE in any one fiscal year of the same accident.

B. Allowable leave for industrial accident or illness shall not be accumulated from year to year.

C. Industrial accident or illness leave shall commence on the first day of absence.

D. When a certificated employee is absent from his/her duties on account of any industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as when added to this temporary Worker's Compensation benefit will result in payment to him/her of not more than his/her full salary.

E. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

F. When an industrial accident or illness leave overlaps into the next fiscal year, the certificated employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

G. Upon termination of the sixty (60) days of industrial accident or illness leave, and if the certificated employee is not medically able to return to work, he/she shall be entitled to sick leave, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the certificated employee continues to receive temporary Worker's Compensation benefits he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Worker's Compensation benefits, will result in a payment to him/her of not more than his/her full salary.

H. During any paid leave of absence, the certificated employee shall endorse to SCOE the temporary Worker's Compensation checks received on account of his/her industrial accident or illness. SCOE, in turn, shall issue the certificated employee appropriate salary warrants in payment of the certificated employee's salary and shall deduct normal retirement and other authorized contributions.

I. The certificated employee shall qualify for the provisions of this policy when he/she assumes a regular position with SCOE.

J. Any certificated employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Superintendent authorizes travel outside the State.

K. A certificated employee requesting or claiming leave of absence from an industrial accident or illness is required to provide a doctor's statement verifying that the certificated employee is unable to fulfill his/her regular duties because of the injury or illness.

L. A certificated employee returning to his/her position from an industrial accident or illness under the provisions of this policy is required to submit a doctor's statement verifying that he/she is able to resume the responsibilities of his/her position.

11.13 Personal Necessity Leave

Every certificated employee shall be entitled to use six (6) days of his/her paid sick leave allotment during each school year in case of personal necessity.

Personal necessity shall be defined as circumstances that are not employment related, which cannot be expected to be disregarded, which necessitate immediate attention, and which cannot be dealt with during off-duty hours.

11.14 Bereavement

A certificated employee shall be granted a maximum of four (4) days leave on full pay with no deduction of sick leave in the event of death of a member of the immediate family, or six (6) days if 250 miles travel is required. The certificated employee shall not be required to use Personal Necessity Leave prior to using Bereavement Leave. Distance shall be established by miles traveled one way on the main road between the points of origin and destination.

The employee's "immediate family" is defined as the mother, father, grandmother, grandfather of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, or sister, sister-in-law, or brother, brother-in-law of the employee, or grandchild of the employee or of spouse of employee. A spouse is recognized as any partner by marriage or registered domestic partnership. California does not recognize cohabitation or common-law agreements. In addition, any individual eligible for medical coverage under SCOE's medical plan is included in this definition.

11.15 Health Leave

SCOE shall grant a certificated employee, upon request, an unpaid leave for health reasons. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

A. A statement by the certificated employee's physician shall be furnished at SCOE's request, showing the need for such leave.

B. Health leave is applicable if a certificated employee is temporarily unable to perform his/her services because of illness, accident or quarantine.

C. When a certificated unit member has written verification from a doctor that an illness appears to be terminal, SCOE shall pay to that member his/her full monthly compensation (including health benefits) for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of earned accumulative sick leave and vacation days.

11.16 Jury Duty

A. A certificated employee shall be allowed such time off with pay as is required in connection with jury duty provided, however, that payment shall be made for such time off only upon presentation of a signed receipt showing actual days served on jury duty and remittance of full jury fees.

B. The certificated employee shall notify his/her supervisor upon receiving notice of jury duty.

C. A certificated employee who uses other than work days while on jury duty shall not be required to remit or waive jury fees in order to receive his/her salary.

11.17 Official Appearance

A. A certificated employee shall be granted a leave of absence with pay when ordered to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee.

B. The certificated employee shall present a written statement showing the time served as a witness and shall remit any fees received other than expense reimbursement.

C. The certificated employee shall notify his/her supervisor immediately upon receiving notice of such order.

D. A certificated employee who uses other than work days while absent from duty for this purpose shall not be required to remit or waive any fees in order to receive his/her regular salary.

11.18 Service in the Legislature

A. A certificated employee who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office.

B. The certificated employee on leave shall notify SCOE of his/her intended return no later than February 15 of the year preceding such return.

11.19 Eligibility for Sabbatical Leave

The certificated employee shall have rendered service in SCOE, in a position requiring certification, for at least seven (7) consecutive years preceding the beginning of the sabbatical leave. A leave of any extended nature, such as for health or maternity, will be considered a break in the continuity of service. Involuntary military service shall not constitute a break in the continuity of service. Absence of not more than one (1) year granted by the Superintendent for service under a nationally recognized fellowship or foundation, approved by the State Board of Education, shall not be deemed a break in the continuity of service.

A. A registered physician shall have certified that he/she has examined the certificated employee within thirty (30) days of the start of sabbatical leave and advise said certificated employee to be in sound health.

B. The certificated employee shall have filed with the Superintendent, three (3) completed copies of "Application for Sabbatical Leave" on or before January 1, immediately preceding the fiscal year during which the sabbatical leave is to be requested.

C. The Superintendent shall submit in writing a decision and the reasons therefore to the certificated employee no later than March 1.

D. The certificated employee, upon approval of the Application for Sabbatical Leave, shall have entered into a written agreement with the Superintendent setting forth the terms and conditions of the sabbatical leave.

11.20 Length of Sabbatical Leave

Sabbatical leaves are granted for one (1) full semester or two (2) full consecutive semesters falling within the same fiscal year or for the entire fiscal year. No fractional part of fiscal year will be allowed other than stated in this paragraph.

11.21 Purposes for Granting Sabbatical Leave

Sabbatical leaves may be granted for study and travel that will benefit the schools and pupils of the districts in Sacramento County.

A. In applying for a sabbatical leave for the purpose of study, the applicant must clearly indicate as part of the written application, the program of study that is to be undertaken and it shall contain one of the following plans or combination thereof:

   1. A program of courses of not less than twelve (12) units per semester qualifying the applicant for an additional credential in the profession.

   2. A program of recognized courses relating to the professional growth of the applicant.

   3. Individual study and research relating to the present or prospective service of the applicant in his/her profession providing that such activity is conducted under the auspices of an accredited four-year college or university and for which regular units of credit may be earned.

B. In making application for a sabbatical leave for travel, the applicant shall include as part of the written application an itinerary showing the countries and places to be visited together with a statement of the manner in which said proposed travel will result in benefit to the schools and pupils of the districts in Sacramento County. Travel must be outside California and must constitute sixty percent (60%) of the period of leave. Changes in travel plans must be filed in writing and approved by the County Superintendent.

C. If a program of study or travel is interrupted because of serious accident or illness during sabbatical leave and the accident or illness is properly vouched for by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the staff member against receiving the rights or benefits provided for under the terms of the sabbatical leave. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In such latter case, the sabbatical leave shall be terminated and either a second leave or a leave for absence due to illness or injury may be substituted by mutual agreement. In all cases of serious accident or illness of a certificated employee on sabbatical leave, the Superintendent shall be promptly

notified by registered letter within ten (10) days after occurrence or medical diagnosis.

1. If a sabbatical leave is terminated due to extended illness or serious accident, the sabbatical leave salary shall also be terminated and a proper adjustment made for: (1) repayment of sabbatical salary, (2) determination of sick leave benefits, and (3) return to regular service in keeping with a review of the established facts in each case.

11.22 Status of the Employee upon Return from Sabbatical Leave

A certificated employee not yet at the highest salary in his/her classification shall, upon returning to service after the termination of a full year sabbatical leave, be granted the regular annual increment for the ensuing fiscal year plus any special grants given to all certificated employees. A certificated employee returning after the termination of a full year of sabbatical leave shall be allowed any special grants made to all certificated employees.

11.23 Failure to Return after Sabbatical Leave

If a person on sabbatical leave fails to return and to serve two (2) years as a full time certificated employee in SCOE, the entire amount of compensation received while on a sabbatical leave shall be returned to the Sacramento County School Service Fund. The required repayment shall be exonerated in the event the failure of the certificated employee to return and render two (2) years of service is caused by death or physical disability of the certificated employee.

11.24 Compensation for Sabbatical Leave

The remuneration to be received by a certificated employee who has been granted sabbatical leave shall be one-half (½) salary payable if no sabbatical leave were taken. Payment shall be made on a monthly basis unless request is made and approved by the Superintendent for semiannual or annual payments while such leave is in effect. Each person granted a sabbatical leave shall enter into a written agreement setting forth the conditions of the sabbatical leave. The written agreement shall protect the interests of SCOE sufficiently to make it unnecessary for the employee to post a bond.

11.25 Notification of Completion of Sabbatical Leave Requirements

Each employee who has been granted a sabbatical leave shall file with the Superintendent no later than the day upon which he/she returns to active service, a statement in writing that the terms of the sabbatical leave agreement have been fulfilled.

11.26 Number of Sabbatical Leaves Granted Per Year

The Superintendent shall determine the number of sabbatical leaves to be granted to the staff of SCOE for any given fiscal year. Priority for granting sabbatical leaves shall be at the discretion of the Superintendent. However, if it is determined that all other factors are

equal, then the applicant with the greatest seniority in SCOE service shall be given the leave.

11.27 Military Leave

Certificated employees who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active military duty shall be granted such leave and military leave pay as is provided in the Military and Veterans Code. Certificated employees shall request that such service be scheduled to not interfere with the school year.

11.28 Overseas Teaching—Unpaid

Leaves of absence may be granted for teaching under a nationally recognized fellowship or for teaching in an American Armed Service Dependents' School overseas. Request for overseas teaching leave shall be made not later than February 15 for the following September. Request for an extension shall be made prior to February 15 for the following September.

11.29 Exchange Teaching

Leaves of absence may be granted to tenured members for exchange teaching in the manner prescribed by EC §§ 44853 - 44855. If approved, the exchange teacher will continue employment with SCOE with all rights, privileges, salary and benefits retained. Such leave shall be for not more than one (1) year and shall not constitute a break in the continuity of service within SCOE. Experience as an exchange teacher shall count as SCOE experience on the SCOE salary schedule.

11.30 Foreign Service Leave—Unpaid

A tenured member may be granted a leave of absence for up to two (2) years for foreign service in Federal government sponsored projects not more often than once in seven (7) years.

11.31 General Leave

A request by a certificated employee to be absent without pay from regular duties for reasons other than those covered by this Agreement may be granted at the discretion of the Superintendent or his/her designee, for up to one (1) year. Unpaid maternity leave may be requested under this section.

11.32 Transfer of Sick Leave

A certificated employee may have his/her sick leave balance at a district or another county office of education added to his/her sick leave balance accumulated pursuant to Article 11.03, provided:

A. He/She was employed at said prior school agency for at least one (1) school year, and

B. He/She is employed as a certificated employee by SCOE within the school year succeeding that in which he/she terminated said prior employment.

11.33 Emergency Leave

Certificated employees are authorized twenty-four (24) hours per year for emergency leaves for those unusual situations which are considered unforeseen circumstances and mandate immediate action; such emergency leave shall have director or designee approval.

11.34 Association Leave

The SCOETA President or his/her designee shall be granted, upon request, up to three (3) days paid leave of absence to conduct Association business. SCOETA shall reimburse the cost of a substitute, if any, to SCOE upon presentation of a statement of charges to SCOETA President. Three (3) work days' notice of intended absence shall be filed with the President's or designee's immediate supervisor when the leave is to be used for Association business. Additionally, seventeen (17) days paid leave of absence may be used by the President or his/her designated representative for such matters as: negotiation sessions, meetings with the administration, "problem solving" sessions or other occasions mutually agreed upon by SCOETA and SCOE. In the use of the seventeen (17) additional days the President or his/her designee shall file with his/her immediate supervisor three (3) work days' notice of intended absence, if practicable. Additional days of Association leave may be authorized by the Superintendent.

11.35 Catastrophic Leave Bank

SCOE offers a catastrophic leave program available to all SCOE employees. This program is voluntary and participating employees are permitted to donate eligible leave credits to assist eligible employees when that employee or a member of his or her family suffers from a catastrophic illness or injury as defined by EC 44043.5 (see below).

> “Catastrophic illness” or “injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee’s family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

For purposes of this section, a “day” shall be a day that the employee is expected to be on duty as determined by his or her contract with SCOE. Days shall be contributed without regard to the daily rate of the employee participant.

The bank will be administered by a committee comprised of two members appointed by SCOETA, two members appointed by CSEA and two members appointed by management.

Participation in the bank is voluntary and requires an annual contribution of one sick day per school year. Donations will be made each year by September 30. Employees may donate sick leave if they have a minimum of five days accumulated sick leave.

Rules and regulations for the catastrophic leave bank will be developed and administered by the bank committee. Days in the bank will accumulate from year to year.

11.36 Terminal Illness Leave

When a member has written verification from a doctor that an illness appears to be terminal, SCOE shall pay to that member his/her full monthly salary for each month or part thereof that the member survives for a period not to exceed twelve (12) calendar months after the exhaustion of earned, accumulative sick leave and vacation days.

11.37 CalSTRS Reduced Workload Program

A. Equivalent to a minimum of one-half the number of sequential days of service required by the unit member's contract of employment during his/her final year of service in a full time position, and commencing on the first day of the first half of the work year, or the first day of the second half of the work year; or

B. Equivalent to a minimum of half-time employment per day for the full school year.

C. A unit member must have reached the age of 55 years prior to a reduced services employment. The unit member must have been employed full time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full time employment.

D. A unit member shall be paid a salary which is a minimum of one-half of the salary that would have been earned had the unit member not elected to exercise the option of reduced services employment. The unit member's State Teachers Retirement System (CalSTRS) contribution paid by both SCOE and the unit member shall be the same as if the unit member taught full time.

E. SCOE shall provide participating unit members with health and welfare benefits as though they were full time employees.

F. A unit member shall file application for reduced services employment with the Personnel department by July 1 or January 1 for the following school year.

G. A reduced services unit member may be returned to full time employment only with the mutual consent of the unit member and SCOE.

H. Implementation of this article must result in no cost to SCOE.

11.38 Family Medical Leave

Employees shall be entitled to family medical leave pursuant to the Family Medical Leave Act (FMLA) and the California Family Medical Leave Act (CFMLA). It is intended that current leave entitlements shall run concurrently with FMLA and CFMLA leave. This leave is not grievable because it provides a specific method of review as set out in California or Federal law.

ARTICLE XII
TRANSFERS

12.01 Definitions

A. A transfer is a reassignment or voluntary movement from one building site to another, one classroom to another, one program to another, or a change in grade levels between elementary, middle, and high school. The routine yearly change of age levels, in ungraded classes for severely handicapped students, shall not be considered a transfer.

B. A program is a group of subject offerings, usually consisting of more than one class, which is identified by an individual budget unit number.

C. For purposes of this article, a vacancy shall refer to any new or existing opening among those positions for which a member of the bargaining unit may be considered for transfer.

D. A voluntary transfer is initiated upon written application by the employee.

E. An involuntary transfer is initiated and implemented by the administration. An involuntary transfer is also referred to as an administrative transfer.

12.02 Transfers

A. Vacancies to be filled, within a program in the certificated employee's unit, shall be posted for five (5) work days. Posting shall be at locations designated by the Superintendent. When requested, certificated personnel will receive posting announcements mailed directly to their personal residence.

B. The posting for transfer purposes shall contain the following:

1. the job description;

2. any special program requirements;

3. any special employee qualifications;

4. work location.

C. During the posting period, the vacancy will not be permanently filled.

D. All qualified teachers who have requested a transfer will be offered an interview prior to consideration of outside applicants.

E. One or more members of the screening and/or hiring committee hiring a certificated employee shall be a member of the unit approved by the SCOETA Executive Board.

12.03 Voluntary Transfer

A. A certificated employee may request a transfer to any position in the certificated employee's unit at any time in either of the following ways;

1. by submitting a general transfer request to the Personnel office at any time during the program year. Such request, in writing, shall be kept on file until October 1 of the following year;

2. by submitting a specific transfer request, for a specific vacancy, on the form provided by the Personnel office.

B. Any certificated employee with a written request for transfer on file in the Personnel office shall receive an individual notice in writing. Before any vacancy in the certificated employee's unit is permanently filled, any qualified employee who has requested a transfer to such a position shall be interviewed. Such interview shall precede consideration of any outside applicant for the position. These rights apply to employees whose requests for transfer are received by the Personnel office no later than the end of the posting period.

C. All requests shall be determined by following criteria:

1. seniority;

2. credential to perform the service;

3. specialized program requirements;

4. employee's strengths and needs.

5. In the event that seniority is not the determining criterion, the member shall receive on request the reason(s) and rationale in writing for utilizing another criterion.

D. If requested, a certificated employee shall be provided the reasons for not being granted a transfer by the person responsible for the transfer.

E. The certificated employee who, in the judgment of SCOE, best meets the program needs of the site where the vacancy exists, may be transferred to fill the vacancy. In

reaching this judgment, SCOE shall consider, among other things, the credential, qualifications, seniority and personal preference of the certificated employee(s).

F. If requested by the certificated employee, a conference between the employee and the Director of Human Resources shall be scheduled to discuss their concerns in the transfer process.

12.04 Involuntary Transfers

A. A certificated employee may be involuntarily transferred to meet a program need of SCOE. Program needs include a surplus in staff, program elimination, or other reasons as stated in writing by the immediate supervisor prior to the transfer. This letter shall describe in detail the specific reasons for the transfer. No certificated employee shall be transferred without basis in fact.

B. Voluntary transfer application shall be considered before an involuntary transfer is implemented.

C. An involuntary transfer shall not result in a demotion or loss of pay, seniority or benefits.

D. The employee shall have five (5) working days from initial written notification of transfer to respond in writing, to his/her immediate supervisor, detailing the employee's specific concerns with respect to that transfer.

E. If requested by the employee, a conference between the immediate supervisor and the employee shall be scheduled and held prior to the implementation of the transfer. The employee may be represented by SCOETA at this conference and any subsequent conferences.

F. If requested by the employee, an additional conference with the Director of Human Resources or designee shall be conducted. This meeting shall occur within ten (10) working days of the receipt of the transfer letter.

G. All conferences shall occur prior to the implementation of the transfer.

12.05 Release of Responsibility upon Assignment

A certificated employee shall be released from responsibility for students for up to two (2) days prior to taking any assignment that involves a change of building site or classroom location provided that the move requires either substantial preparation or classroom set up as determined by an appropriate administrator.

ARTICLE XIII
SAFETY

13.01 Reports

A. Each certificated employee shall report, in writing, any physical or other working conditions considered unsafe in his/her working environment to his/her immediate supervisor and SCOETA.

B. SCOE shall investigate all conditions which are reported to be unsafe.

C. The certificated employee shall receive a written response within ten (10) work days, stating what will be done to make the condition safe, or if no action will be taken, the reason why.

D. If the certificated employee is not satisfied with the decision rendered he/she may appeal the decision in writing to the appropriate director.

E. The director shall investigate the stated condition(s) and respond within ten (10) work days stating what will be done to make the conditions safe, or if no action will be taken, the reasons why.

13.02 Unsafe Conditions

Certificated employees shall not be required to work under unsafe or hazardous conditions violating a final order of CAL-OSHA.

13.03 Student Suspension

A. A teacher may suspend a pupil from his/her class, for any of the acts enumerated in EC § 48900, for the day of the suspension and the day following. The teacher shall report the suspension to the principal or his/her designee immediately, and as soon as possible request the parent or guardian to attend a parent/teacher conference. The pupil shall not be returned to the suspending teacher's class during the time period of suspension without the concurrence of the teacher who suspended the student.

B. SCOE shall, on an annual basis, provide to all current unit members a copy of the Education Code defining the unit member's right to suspend. Any revision of the above information necessitated by the change in law shall be communicated to the members upon adoption by SCOE.

C. All new certificated employees shall receive copies of those Education Code sections delineated above.

13.04 Member Safety

A. Members shall report, to their principal and immediate supervisor as soon as possible, cases of assault (verbal threats, menace) and assault or battery suffered by them in

connection with their employment. All incidents shall be reported to the appropriate law enforcement agency by the teacher and/or administrator.

B. SCOE shall investigate all reports of physical assault.

C. In cases of physical assault the administration shall assist the teacher in the notification of proper authorities and assist the employee in completing all written reports.

D. If requested the certificated employee shall receive a written response within five (5) work days, stating what will be done, or if no action will be taken, the reason why.

E. The Site Based Decision-Making model will be used to review safety issues by March 1 each year and make necessary recommendations regarding safety at school sites. Principals will regularly seek input from employees in their programs on necessary safety procedures and will make an annual report on safety issues to the Superintendent. Particular attention will be devoted to isolated classes and instructors will be invited to recommend updates to established safety plan procedures.

F. Teacher Access to Student Information

Upon the enrollment of a student in a SCOE instructional program, consistent with law, student records and transcript of grades shall be requested from the previous school of attendance. The request for records shall be made by the school secretary within forty-eight (48) hours of the student's enrollment in the program.

Documentation regarding the activities associated with requesting student records and transcripts shall be monitored by the school secretary, and shall be made available to instructional staff.

1. This article shall apply to all students enrolled in SCOE instructional programs.

2. Upon receipt of student records and transcripts, the instructional staff serving that student (classroom teacher, school counselor, school social worker, special education teacher, designated instructional service, resource specialist program) shall receive written notice from the school secretary of the access to review the student records and transcripts.

3. The security and retention of student records and transcripts shall comply with SCOE Board Policy 5300, "Student Records and Confidentiality," and those Administrative Rules and Regulations governing student records of students served in SCOE instructional programs.

4. Student information will minimally include, but not limited to, the following as prescribed by law:

   a. documentation of student medical needs;

b. special education needs;

c. past violence and/or criminal activity.

The availability, access, security and destruction of student information shall be consistent with laws governing student records, information, access, and confidentiality.

13.05 Health

In order to maintain a healthy and safe environment it is important that staff is informed in writing of medical issues affecting students.

A. In programs where information is made available the immediate supervisor shall provide a daily updated list of those students with known medical classifications, including, but not limited to:

1. Psychotropic medications including students that refuse medications;

2. Seizure disorders;

3. Suicide risks;

4. All infectious diseases allowed by law;

5. Positive skin tests to identify TB.

13.06 Violation of Article

No employee shall in any way be discriminated against as a result of reporting any condition believed to be a violation of this article.

13.07 Safety Plans

Shared decision-making teams will focus on safety and if required by law have site plans in compliance with EC § 35294.1. Employees in SCOE Programs in facilities located in other school districts or Probation sites will be provided access and orientation to the applicable safety plan.

ARTICLE XIV
INSTRUCTIONAL SUPPORT

14.01 School Site Working Conditions

Prior to SCOE opening a new classroom, a reasonable attempt will be made to ensure the following are in place or available:

1. Sufficient, appropriate tables desks and chairs for each student and staff member, including bookshelves and cabinets.

2. Grade level appropriate, current textbooks for each student.

3. Textbooks for each student in each of the subject areas to be taught including updated business and industry materials and machines and equipment.

4. Sufficient office supplies such as lined and copy papers, pencils, pens, sharpeners, white or chalkboard with markers and erasers, etc.

5. Copy machine or reasonable access to a copy machine on site.

6. A telephone or cell phone.

7. Drinking water and rest room facilities.

8. A locking desk for each staff located at that site.

9. Adequate attendance books and other such materials required in the daily teaching responsibility.

10. Adequate off-street parking facilities properly maintained and identified as being for the use of school personnel.

11. A custodial schedule designed so that rooms are kept clean. Rooms will be cleaned according to need.

12. Each site shall comply with health and safety codes regarding storage and preparations required for student lunches.

13. Internet access at each classroom or classroom site where students receive instruction.

B. Nothing in this article shall preclude teachers in ongoing classes from requesting and receiving, when appropriate, any of the above.

C. SCOE shall furnish each Special Education non-management certificated employee with sufficient information and training to meet the responsibilities specified in his/her job description.

D. When required to continue in a certificated position, all training necessary to complete the certification process (such as CLAD) will be provided by SCOE. SCOE will pay for or provide the training at SCOE's option. This section does not apply to the required 150 clock hours necessary for basic credential renewal.

14.02 Selection of Instructional Support Staff

A. Teachers shall participate in the selection process of instructional support personnel precluding any unanticipated teacher absences and unexpected emergencies. The rules and procedures of the Personnel Commission and the contract between SCOE and the classified bargaining unit will be respected.

B. Teachers will be encouraged to address the Personnel Commission regarding any concerns they believe related to the establishment qualifications, competencies and skill levels of classified instructional support personnel.

C. If a para-educator is being hired and or transferred, the teacher for whom that para-educator will be working shall be on the interviewing/transfer panel in the selection process and will be encouraged to participate in the final selection of the assistant in partnership with the immediate site administrator.

D. Teachers in partnership with their immediate supervisor will participate in the selection of new para-educators from the personnel eligibility list whose capabilities meet with the standards of the teacher's classroom. A concerted effort will be made to ensure the testing and interviewing process provides qualified candidates.

14.03 Evaluation of Instructional Support Staff

The certificated employee will be given the opportunity to provide written or oral input regarding the performance of classified instructional support personnel assigned to his/her instructional setting. The site administrator shall then take this information into consideration for purposes of evaluation.

ARTICLE XV
BEGINNING TEACHER SUPPORT AND ASSESSMENT (BTSA)

15.1 General Description of Program

The Beginning Teacher Support and Assessment (BTSA) program provides a SCOE pathway for a beginning teacher to clear his or her credential and provides an experienced classroom teacher as a support provider.

15.2 Assignments

The support provider works on a one to one and small group basis with participating teachers, offering guidance, personal coaching and consulting feedback. Typical activities include classroom visits, assistance with lesson planning, modeling lessons and individualized guidance and planning professional development. Available positions will be determined based on the number of participating teachers requiring service.

15.3 Qualifications

To qualify for the position of support provider, an applicant must have a minimum of three years of experience and a record of representing the highest standards of the teaching profession. The job description (available from Personnel) reflects specific qualification standards which include but are not limited to knowledge of beginning teacher development and knowledge of the state-adopted academic content and performance standards for students, "common core," and the California Standards for the Teaching Profession.

15.4 Term

A support provider's initial term will be one or two years, but the terms of the initial support providers will be staggered to provide a core of experienced support providers while allowing for others to compete for open positions. Terms may be extended by mutual agreement of the BTSA Director and the support provider.

15.5 Compensation

Support providers will be paid a stipend of $1500 for supporting one teacher, $2800 for supporting two teachers, and $3900 for supporting three teachers.

15.6 BTSA Support Providers Committee

SCOETA and SCOE will form a balanced committee (BTSA Support Providers Committee) to review the application process, create a job description, and from time to time make support provider recommendations, including, but not limited to, term continuity.

ARTICLE XVI
PEER ASSISTANCE AND REVIEW (PAR)

Consistent with the provisions of EC §§ 44500 through 44664 the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction to SCOE students through expanded and improved professional development and peer assistance. In the interest of improving performance to a successful standard, teachers may volunteer or be referred for the program. Throughout this article the PAR Joint Panel Handbook may be referenced, hereby titled PAR Handbook.

16.01 The PAR Joint Panel

The Panel serves as the coordinating body for the program and determines guidelines that are consistent with the terms of the Collective Bargaining Agreement and law.

The Panel shall consist of five (5) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by SCOETA. The County Superintendent or

his/her designee shall select two (2) administration members who should be, as far as possible, representative of the programs of SCOE.

The three (3) credentialed teachers, representative of the programs PAR serves, and the two (2) administration members shall serve a term of three (3) years.

16.02 Hold Harmless

SCOE agrees to indemnify and hold harmless and provide a defense to SCOETA and any Association-selected member of the Panel against any claims, causes of action, damages, grievance, administrative proceedings or any other litigation arising from SCOETA's participation in Peer Assistance and Peer Review.

16.03 Consulting Teachers

A. Consulting Teacher

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 PAR Handbook.

B. Duties

Consulting Teachers shall assist Participating Teachers through classroom demonstration, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist in the instructional performance of the Participating Teacher. Additional detail is in the PAR Handbook

C. Consulting Teacher Selection Process

Application forms for the position of Consulting Teacher shall be available from Personnel and SCOETA. At any time SCOE and SCOETA recognize the need, they shall jointly notify certificated employees in SCOE that the PAR Panel is seeking applications for Consulting Teachers.

Employees may submit a complete application form to Personnel within the required time lines. The PAR Joint Panel shall determine the number of Consulting Teachers in any school year, based upon the number of teacher participation in the PAR program, the budget available, and other relevant considerations.

D. Appointment Term

The term of the Consulting Teachers shall be three (3) years. The PAR Joint Panel will annually confirm the selection during the length of the term.

E. Rights of Consulting Teachers

Functions performed pursuant to the Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teachers shall continue all rights of bargaining unit members.

F. Caseload

When possible, Consulting Teachers shall have the responsibility for no more than three (3) Referred Participating Teachers at any given time. Each Referred Participating Teacher shall receive a minimum of five (5) hours assistance from the Consulting Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.

G. Release Time

Consulting Teachers shall be provided sufficient release time to complete the duties listed above as well as travel to and from sites, meeting with the Panel, for regular meetings with the other Consulting Teachers, preparation time for class visits, to make arrangements for support for the participating teacher and any other situation deemed necessary. Release time shall also be provided for their own training and staff development. All release time must have prior approval by their immediate supervisor.

16.04 Teachers Participating in the PAR

A. Referred Participating Teacher

A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. The Participating Teacher has the right to be represented throughout these procedures by SCOETA representative of his or her choice.

B. Newly Hired Certificated Staff

First and second year certificated employees shall be assigned a consulting PAR teacher to offer support and mentoring assistance.

The PAR Consulting Teacher(s) may assist in providing probationary employees with the following professional growth experiences during their probationary period:

1. An orientation to the operation of SCOE. A copy of the contract between SCOETA and SCOE shall be provided to each new unit member.

2. Assistance from the immediate supervisor regarding the location, selection and use of instructional materials.

3. Sufficient inservice time, including at least one (1) day, to provide the probationary employee an opportunity to participate in training, make observations relevant to their program, or work with a consulting teacher.

4. An opportunity to meet with the appropriate immediate supervisor for the purpose of discussing needs identified by the employee but not necessarily known by the immediate supervisor.

C. Voluntary Participating Teacher

A Volunteer Participating Teacher is a teacher (permanent, probationary, or temporary) who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteering Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR program at any time.

All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Panel.

16.05 Compensation

A Consulting Teacher shall receive an annual wage of Five Thousand Dollars ($5,000.00) plus related benefits, half in December, and the remaining half in June. If a Consulting Teacher position is shared, the stipend will also be shared. If a Consulting Teacher cannot complete the term, the stipend will be pro-rated. This compensation shall be in addition to the teacher's regular salary and shall, if permitted by CalSTRS, be counted as salary or wages for purposes of calculating employer contributions or employee benefits under CalSTRS. These stipends, however, are income to the recipient, and therefore are fully taxable as ordinary income. Additional detail is in the PAR Handbook.

The PAR Joint Panel shall meet annually to review the implementation of this article.

The PAR Program shall be implemented only to the extent that State funds are specifically provided to cover costs.

16.06 Professional Growth for Probationary Employees

Probationary employees will receive the following professional growth experiences during their probationary period:

A. An orientation to the operation of SCOE. A copy of the contract between SCOETA and SCOE shall be provided to each new unit member.

B. Assistance from the immediate supervisor regarding the location, selection and use of instructional materials.

C. Sufficient inservice time, including at least one (1) day, to provide the probationary employee an opportunity to participate in training, make observations relevant to their program, or work with a consulting teacher.

D. An opportunity to meet with the appropriate immediate supervisor for the purpose of discussing needs identified by the employee but not necessarily known by the immediate supervisor.

ARTICLE XVII
TRAVEL

17.01 Common Carrier

Transportation by common carrier is reimbursable at its actual costs.

17.02 Conference Attendance

A. Employees authorized to attend conferences and meetings shall be limited to a per diem rate established by SCOE, except as otherwise authorized by the Superintendent or his/her designee.

B. Only actual lodging and meal costs are to be claimed but in no event will actual lodging costs exceed the single occupancy rate charged by the headquarter hotel or motel. Meals shall be reimbursed not to exceed the current limit established by SCOE, except when an official part of the program.

C. Reimbursement for meals shall be the actual expense except that the total for lodging and meals shall not exceed the current amount established by SCOE. Reimbursement for meals is allowable according to SCOE policy.

D. SCOE shall provide to the SCOETA President a sufficient number of the annual activities calendars to allow for distribution to all unit members. Any updates for that calendar shall be provided in sufficient quantity to allow for distribution of all unit members.

17.03 Mileage Claims

Employees authorized private mileage by their department head should submit claims for reimbursement on the official form.

17.04 Allowable Mileage Claims

Allowable mileage will be paid in accordance with SCOE Policy.

17.05 Criteria for Mileage Compensation

A. An employee assigned to a specific SCOE facility who reports to that facility prior to beginning duties of the regular work day and returns to the facility prior to going home at the end of the day shall be compensated only for SCOE business mileage incurred between departure from and return to the facility each work day.

B. Employees who do not regularly report to a specific facility or who occasionally go directly from home to a work location other than their normal location, can claim only those miles over and above their normal commute miles. In other words, if mileage to this location exceeds mileage from the employee's home to the facility where he/she is assigned, only the difference may be claimed. If an employee does not return to a specific facility at the end of a workday, only those miles from the last work location to home that are over the employee's normal commute miles may be claimed.

17.06 Mileage Rates

Any employee given written authorization to use his/her own car on SCOE-business shall be reimbursed at the current rate established by the Federal government.

ARTICLE XVIII
PERSONAL PROPERTY

18.01 Reimbursement

A. The Superintendent shall reimburse any certificated employee for the loss, destruction, or damage to personal property, not including motor vehicles, used in the programs under its jurisdiction. Reimbursement for property other than necessary personal articles of ordinary value such as clothing and glasses shall be made only for those articles for which prior written approval to bring on school property has been given by the certificated employee's immediate supervisor. The loss shall be reimbursed only to the extent that the employee's loss is not recoverable from his/her own insurance.

B. SCOE will reimburse certificated employees up to Five Hundred Dollars ($500.00) per year for the repair cost or replacement of glasses, contact lenses, dentures, and hearing aids not covered by insurance damaged or lost as a result of actions at the workplace. Reimbursement will be made for personal clothing damaged on the job and in the line of duty up to Fifty Dollars ($50.00). Also included will be reimbursement of employee's deductible up to Five Hundred Dollars ($500.00) for vandalism to personal automobiles parked on school grounds during an employee's working hours or while in use during the course of their employment. Payments will be made according to procedures established by the business office.

18.02 Initial Approval

For certificated employees using their personal property in their programs at the time this agreement takes effect, such property shall be covered by this term provided the program use is approved. Within twenty (20) work days after approval of this agreement the employees shall present a list of such articles of his/her personal property to his/her immediate supervisor. Thereafter within ten (10) work days the immediate supervisor shall return the list showing the articles approved for use in the classroom.

18.03 Reimbursement Limits

No reimbursement shall be made for mysterious disappearance, accidental damage, or any other loss suffered because of lack of proper care or supervision by the owner.

ARTICLE XIX
JOB SHARING

19.01 Job Sharing

A. Job sharing is a plan whereby two people share fully responsibility for one identifiable full-time position.

B. Certificated employees selected for participation in the program shall reduce their tenure status to part-time, as a condition to participation in the program. This action shall not constitute a break in service but shall effect a reduction of tenure rights to the part-time employee.

C. Revisions or termination of the program will not modify the status of personnel who entered the program prior to the effective date of such revision or termination.

D. Full fringe benefits shall be offered each participating certificated employee. Premiums shall be paid by SCOE in the same proportion that the employee's service bears to a full time equivalency for that position.

E. Permanent status is required for participation.

F. Mutual agreement between the two certificated employees and SCOE is required before the plan can be implemented.

G. The certificated employee shall receive a salary which is the pro rata equivalent of what he/she would receive if he/she had not elected part-time employment.

H. A job sharing situation can be terminated by SCOE if there is just cause for such termination. In determining such cause, a finding adverse to the certificated employee is not required but only a substantial showing that the termination is in the best educational interest of SCOE. The job sharing participants affected shall be given a written statement of the reasons for the termination. If either or both participants are

dissatisfied with the reasons they may file a grievance at Step 2, within ten (10) work days of receipt of the statement of reasons. Upon termination of the job sharing arrangement by SCOE, the job sharing participants affected shall revert to the full or part time status held prior to such job sharing.

ARTICLE XX
ASSOCIATION RIGHTS

20.01 Association Rights

The Association shall have the right to:

A. Use, without charge, instructional equipment, facilities, and buildings at reasonable times, for the purpose of processing grievances and matters related thereto, provided such facilities and/or buildings are available.

B. Use, without charge, specified instructional bulletin boards, mailboxes, school mail system, and other SCOE means of communication for the posting and transmission of information or notices concerning Association matters.

C. Receive copies of any and all non-confidential materials related to wages, hours, and other terms and conditions of employment which are relevant to SCOETA to fulfill the duties and obligations as the exclusive representative of employees covered by this agreement.

20.02 SCOE Data Requests for Fiscal Year Budget Analysis

SCOE will comply with requests from SCOETA that provide information to assist SCOETA in its function as exclusive representative. Examples of reports that might be helpful include: Adopted Budget Report; J-90 Salary and Health and Welfare Benefits Report; Unaudited Actual Report; First Interim Report; Annual Audit Report; Second Interim Report.

When requested, additional information shall be made available to SCOETA. These may include, but are not limited to, the following: Position Control document of all employees working for SCOE, Teacher Profile document, Management Profile document, and the Request for the FTE placement of bargaining unit members on the salary and health and welfare benefits schedules. The health and welfare benefits schedule should list the cost of each plan offered, the amount paid by SCOE and the FTE participation in each of the plans. A scattergram data profile should be made available indicating longevity incentive increases given to unit members working for SCOE.

When requested and legal, SCOETA shall receive the confidential material of a complete position control teacher list which will include the employee's name, address and phone number; job classification; department they work for; work site and work district.

20.03 Official Meetings of the Superintendent

The SCOETA President shall receive one copy of the complete agenda and minutes of all official Superintendent meetings when the Superintendent is acting in his official capacity as the Employer as prescribed by state law with the exception of minutes of closed sessions or other confidential communications or materials. The SCOETA representative may address any items on the Superintendent's agenda in the manner and procedure provided by applicable Superintendent policies. In addition, the SCOETA President and Vice President shall receive one copy each of the complete agenda and minutes of the Board of Education.

20.04 New Unit Members

SCOETA shall be notified in writing of any new bargaining unit member(s) and his/her assignment(s) within two weeks of the hiring date. (See Article XV) (This section shall be consistent with the Peer Assistance and Review (PAR) Article of this contract concerning receipt of information.)

20.05 Office Space

SCOE will attempt to make adequate office space available to SCOETA.

20.06 Web Page Access

Upon approval of the Superintendent, SCOETA will be provided space on the SCOE web site for the purpose of displaying news information concerning SCOETA, current contract language and program schedules etc.

ARTICLE XXI
SHARED DECISION MAKING

21.01 Statement of Intent

The parties agree that it is in the best interest of SCOE and its constituencies to inclusively and cooperatively engage in decision making activities with the goal of promoting continuous improvement in the quality of organizational support services, student learning experiences and teaching outcomes. We believe this can best be accomplished through program decision-making practices that constructively involve relevant stakeholders likely to be affected by the implementation of resulting decisions. These stakeholders shall be certificated, administrative and classified staff. Sites may also include related agencies or business partners.

21.02 Scope of Authority of Decision-Making Teams

The primary intent of this article is to allow flexibility in the development of decision-making teams, while ensuring that directly affected programs consisting of educational staff and students are provided an effective vehicle for communicating concerns and

developing recommendations. It is agreed that shared decision-making teams will be responsible at a minimum, for participation in development of the following:

A. Gathering and disseminating information and facilitating communication among staff.

B. Providing annual input for ongoing staff development activities, which address both site based and organizational needs and goals.

C. Making decisions such as use of program discretionary budget, determination and implementation of Board adopted curriculum, and development of school safety procedures.

D. Establishing site/program based meeting schedules for the purposes of implementation of this article.

21.03 Review and Alignment of Article XXI

This article shall be reviewed as necessary to ensure that the intent, as stated herein, is adhered to by parties involved.

ARTICLE XXII
BENEFITS

22.01 Entitlement to Payment of Premiums

SCOE shall provide for the payment of such insurance premiums and other benefits for employees and their dependents, and retired persons as stated herein. Premium payments shall be paid for employees working less than six (6) hours on the same ratio as their employment bears to eight (8) hours.

22.02 Plans Available

Employees may select from those medical, dental, vision and insurance plans offered by SCOE. Additionally, there are other tax-exempt benefits that are available under the provisions of the IRC 125 plans. SCOE offers a Cafeteria Plan for its employees who meet the plan's eligibility requirements. The IRC 125 plan allows an employee to shelter certain benefits provided under the plan on a pre-tax basis.

All eligible employees will have SCOE contribute a monthly health benefit allocation twelfthly of $588.45 for health benefits as set out in 22.04 below. That health benefit allowance will equal seven-thousand sixty-one dollars and forty cents ($7061.40) annually. Employees hired before January 1, 2014 who provide proof of other coverage in alternative medical benefits and who waive taking any medical plan, will receive a cash-in-lieu allocation of three hundred dollars monthly or three thousand six hundred ($3600.00) annually. Those hired after that date who provide proof and opt out of medical benefits will receive one hundred dollars ($100) monthly or $1200 annually.

Contingent upon agreements with the other unit and management, effective January 1, 2015, SCOE agrees to increase the monthly allocation for two party and family by three hundred and fifteen dollars ($315).

Employees who opt out of the medical benefit plan will be permanently excluded from post-retirement medical benefits.

The Benefit Expansion Fund will be examined annually in negotiations and recommendations will be made to the Superintendent.

22.03 Enrollment

Employees must enroll within thirty (30) days after date of eligibility.

22.04 Entitlement to Plans

The benefits offered by SCOE include a medical policy, a dental policy, and a vision policy. The current selection of benefits is provided by the California Public Employee Retirement System (CalPERS). SCOE will provide a $40,000 term life insurance policy for full time employees. The monthly dollar amount contributed for health benefits shall be the same for 2006-07 as in 2005-06. SCOE's responsibility for 2007-08 unless modified by agreement with SCOETA will be the dollar amounts paid in 2006-07.

Persons determined to be domestic partners under the guidelines of the State of California shall be eligible to participate in any insurance plan that is appropriate.

22.05 Health Insurance upon Retirement

SCOE shall provide payment of health insurance coverage for all eligible retired employees only upon entering CalSTRS following the completion of the necessary years of service.

The parties agree to recommend to the Superintendent that a portion of lottery monies should be designated for the Retirees Benefit Fund.

All those who retire from SCOE pursuant to the requirements of the California Public Employee Retirement System [as long as SCOE is a participant in the California Public Employee Retirement System (CalPERS) Health Benefit Program] and who satisfy the requirements of fifteen years with SCOE as set out in the Vesting Resolution for unit members of the exclusive representative SCOETA will be entitled to the minimum contribution required by Government Code section 22892 (b) (1). SCOE and SCOETA acknowledge that participation in the CalPERS Health Benefit Program requires compliance with CalPERS rules for right of survivorship.

22.06 Medicare

Current retirees will be provided the least expensive medical insurance for single employees. Current retired employees or future retired employees may elect from the

negotiated palette of medical health benefits but are required to pay the difference monthly should the plan selected cost more than the least expensive medical insurance for single employees. An eligible retiree must apply for all available Medicare benefits if those benefits would lower SCOE's future cost for health benefits. SCOE's responsibility would then be the lower of the cost of the Medicare supplement or the least expensive regular medical insurance for single employees.

22.07 Supplemental Retiree Health Program

Over and above the minimum required contribution for retirees, there will be a supplemental retiree health program not subject to the regulation of PEMHCA. The supplemental retiree health program will be the difference between the CalPERS minimum and the cost for a single employee medical policy. The service requirement for the supplemental health benefits will be the completion of fifteen years with SCOE and meeting the requirements set forth in Article 22.02. When an employee retires under CalPERS regulations with fifteen or more years of service with SCOE, the employee will be entitled to one hundred percent (100%) of the cost of the least expensive medical coverage for a single employee.

22.08 Grandpersoning Current Employees

Current employees (those hired on or before SCOE ratification) who cannot complete the newly required number of years prior to age 55 will be provided a transition exception if they meet the minimum requirements for CalSTRS retirement. Those employees will be provided the cost of the least expensive medical health benefit for single employees.

22.09 Retirement Service Credit

The requirement for years of service set out above must be CalSTRS or CalPERS credited years of service that the regular employee worked with SCOE as set out in Article 22.07. Purchased additional retirement service credit from CalSTRS or CalPERS shall not be eligible as earned service.

22.10 Survivorship

The supplemental coverage will be limited to the qualifying employee with no right of survivorship.

22.11 Prefunding Election for Supplemental Benefits Required for New Employees

New employees (those hired on or before SCOE ratification) will be provided the option of electing supplemental retiree health benefits or waiving them. These employees who meet the vesting requirements of the CalPERS Resolution for SCOETA would continue to be eligible for the CalPERS minimum contribution as required by Government Code sections 22892 (b) (1) and 22895 regardless of their willingness to participate in the supplemental retiree health benefit program (provided, of course, and conditioned upon SCOE remaining with CalPERS for healthcare). For those employees electing to participate in supplemental retiree health benefits, SCOE shall deduct two percent (2%)

of the first $35,000 dollars of gross salary for the required fifteen year qualification period as set out above. SCOE shall contribute an amount equal to the deduction to the California Employers' Retiree Benefit Trust Fund, a Cal CalPERS program for prefunding retiree health benefits (CalPERS Trust).

22.12 New Employee Entitlement to Funds

If an employee leaves SCOE for any reason prior to qualifying for Supplemental Retiree Health Benefits, SCOE shall reimburse an amount equal to the participating employee's deducted contribution from a segregated special reserve. Upon the employee's written request, SCOE shall return the funds within twenty (20) days of the request.

22.13 Unfunded Actuarial Accrued Liability for Current Employees and Retirees

SCOE will pay to the CalPERS Trust a sum of money as specified below:

A. Within 30 days of the agreement with the CalPERS Trust, SCOE shall make a Contribution to the Trust in an amount equal to the Ending Balance of SCOE Fund 20 for the 2007 Fiscal Year (estimated at $9,700,000).

B. On a prorated monthly basis or as otherwise required by CalPERS, SCOE shall make annual contributions to the CalPERS Trust in accordance with this agreement and the rules in the participation agreements with CalPERS, which shall consist of:

   1. An amount equal to 3.92% (2% + 1.92%) of the non-exempt salary payroll cost for 2007 Fiscal Year;

   2. An amount equal to 4.92% (2% + 2.92%) of the non-exempt salary payroll cost for 2008 Fiscal Year;

   3. An amount equal to 5.42% (2.5% + 2.92%) of the non-exempt salary payroll cost for 2009 Fiscal Year;

   4. An amount equal to 5.67% (2.75% + 2.92%) of the non-exempt salary payroll cost for 2010 Fiscal Year;

   5. An amount equal to 5.67% (2.75% + 2.92%) of the non-exempt salary payroll cost for 2011 Fiscal Year;

   6. An amount equal to 5.67% (2.75% + 2.92%) of the non-exempt salary payroll cost for 2012 Fiscal Year.

C. The parties intend that SCOE's benefit plan invested in the CalPERS Trust be funded on an actuarially sound basis. Therefore, after 2012 but for a period of time not to exceed thirty (30) years, SCOE shall make annual Contributions to the CalPERS Trust in an amount equal to 6.42% (3.5% + 2.92%) of the non-exempt salary payroll cost, provided that:

1. In accordance with the agreements with the CalPERS Trust, SCOE shall conduct actuarial studies of the adequacy of SCOE's benefit plans invested in CalPERS Trust Fund [i.e., funding on an "actuarially sound" basis].

2. At such a time that the contributions to the CalPERS Trust are adequate to fully fund benefits:

   a. SCOE's 6.42% of the non-exempt salary payroll cost Contributions to the Benefits Trust may be modified; and

   b. SCOE and SCOETA shall meet and negotiate, within the meaning of California Government Code subdivision 3540.1(h), such additional Contributions – if any – as may be required to continue the operation of the CalPERS Trust on a financially sound and solvent ongoing basis.

   c. In the event that there is a financial crisis that prevents SCOE's delivering core instructional programs, the parties may negotiate a reduction to the above percentage contribution. This reduction must be mutually agreed by SCOETA, and SCOE.

D. SCOE shall pay contributions to the CalPERS Trust in a timely manner and on such terms as are required by SCOE's agreement with CalPERS and the terms of this agreement.

E. To comply with the parties' fiduciary duties, the Employer shall pay the initial cost of new trustee training provided by the International Foundation for Employee Benefit Programs, on behalf of both the employer and union trustees.

F. If CalPERS limits or precludes SCOE's participation eligibility or it is determined that continued participation is no longer desirable, the fund held in SCOE's CalPERS Trust shall be transferred to a qualified joint trust in compliance with CalPERS Regulations. SCOE and SCOETA shall open negotiations to implement this provision, including but not limited to the allocation of funds among the units, and the provisions of a mutually acceptable Declaration and Agreement of Trust and such other matters as the parties deem necessary.

22.14 Transfer of Funds

Additionally, upon the formation of an operational Trust, SCOE will transfer the funds as set out above in the Retiree Trust Addendum for SCOETA.

22.15 Sick Leave Incentive Pay

Any certificated employee not using his/her leave for sixty (60) consecutive work days (excluding holidays and non-contract days) shall be entitled to an incentive increase of three and 75/100 dollars ($3.75) per day for each day worked during the sixty (60) day period. This incentive pertains to the base program year.

ARTICLE XXIII
SALARIES

23.01 Salary Calculation

It is the intent of the Sacramento County Office of Education to offer competitive salaries and to meet annually to discuss available resources to meet this goal. The current salary schedule can be found at http://www.scoe.net/personnel.

For 2014-15, SCOE agrees to provide a salary schedule increase of five percent (5%) effective July 1, 2014, two and one half percent (2.5%) effective July 1, 2015, and any increase for 2016-2017 in salary and health benefits will be exclusively determined by SCOE. In other words, if SCOE determines based upon revenues, expenditures, and "low income program continuation" to increase salary or health benefits in 2015-16 and/or 2016-17, SCOE may do so and it will not either reopen the CBA for negotiations or constitute unilateral action.

23.02 Salary Placement

Those individuals in the job classification of vocational specialist, SEEDS Program Specialist, program specialist, school social worker, and teachers on special assignment will be placed on the current teachers' salary schedule at their appropriate step and column level with an additional five percent (5%) responsibility compensation factor.

23.03 Initial Salary Placement

All quarter units and continuing education units (CEUs) will be converted to semester units to determine column placement.

Initial column placement on the salary schedule shall be based upon record of degree(s) and acceptable credits on file as of June 30 preceding the year of employment. Only units earned since the granting of a degree shall be counted for unit requirements beyond the degree.

Teachers, counselors, therapists and nurses entering the service of SCOE for the first time shall be granted step credit for outside experience on the following basis:

A. All outside experience for which a credential is required, whether sequential or on an interrupted basis, will be credited on a one (1) for one (1) year experience basis to a maximum of eleven (11) years. The maximum experience allowable will be placement on the twelfth (12th) step.

B. In order to receive a year's service credit, a credentialed employee must have worked 75% or more of the required work year (185 days) of the school year for which such service is granted. One-half year's credit will be granted for service for less than 75% but more than 50% of the required workdays (185) of the school year for which credit is granted.

C. *Outside experience will be credited as follows:

Experience	Step	Experience	Step	Experience	Step
1 year	Step 2	5 years	Step 6	9 years	Step 10
2 years	Step 3	6 years	Step 7	10 years	Step 11
3 years	Step 4	7 years	Step 8	11 years	Step 12
4 years	Step 5	8 years	Step 9		

*As of July 1, 2000, the maximum experience allowable will be Step 12.

23.04 Applicable Units

A. Acceptable credits will be limited to credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, vocational education teachers (ROP) shall receive one (1) unit of credit for each forty-five (45) hours worked in industry in a position directly related to the teacher's vocational education instructional area. College units, CEUs and any work units from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits, units or work experience. CEUs shall be acceptable for advancement on the salary schedule as necessary to maintain professional standing as long as it is related to core curriculum. Prior written consent must be obtained from the Assistant Superintendent.

B. CEUs required for current professional license/certification and/or CEUs or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.

C. SCOE trainings and inservices whereby certificated employees receive hours of credit shall not be considered for salary advancement unless given prior approval for such by their Assistant Superintendent.

D. Requests for approval of college/university, CEUs and work experience classes or programs for the purpose of salary advancement must be submitted in writing by completing the Verification of Course/Work Experience Relevancy and Non-Duplication contract form and then presented to the immediate supervisor at least twenty (20) working days prior to the beginning of the class or work experience program.

1. The immediate supervisor or the program director must approve or disapprove the application in writing five (5) days upon receipt of request.

2. If the request for approval is denied by the immediate supervisor, the applicant may appeal this decision by submitting their request to the program director who will hear the applicant's petition.

3. If the applicant's request is denied by both the immediate supervisor and the program director, the applicant has the right to appeal through the grievance process of this contract.

E. Proof of authenticity and satisfactory completion of program along with the pre-approved current contract application form must be presented to the Personnel department as defined in Article 23.06 of this contract.

23.05 Column and Step Advancement

A. Vocational Education

1. For vocational education teachers, credit will be given toward advancement to another column on the salary schedule for successful completion of schools which do not offer college credit, whether or not attendance at such courses is compensated. The following conditions apply to such credit:

2. The schools must:

   a. have a formal curriculum;

   b. have a curriculum which is closely related to the field of instruction of the teacher seeking credit;

   c. offer group instruction.

3. Credit shall be given based on the following criteria:

   a. the number of hours spent in training;

   b. the type of training, i.e., whether classroom instruction, practical application, the variety of subjects offered, whether study outside the classroom is required, etc.;

4. The appropriate department director shall determine in advance of attendance whether the particular school meets the requirements specified by this term and what credit shall be given for successful completion.

   a. If the teacher seeking approval is not satisfied by the decision of the department director an appeal may be taken to a committee consisting of a person designated by the director of the department concerned and a teacher (other than the applicant) designated by SCOETA. The decision of the committee shall be final.

B. All Certificated Non-Management

1. Each unit member will advance one (1) step on the salary schedule after serving one (1) year in his/her respective classification, provided they have met the necessary inservice requirements.

2. For purposes of this article, one (1) year of service shall mean a minimum of over fifty percent (50%) of the contracted work days. Certificated employees shall move the appropriate number of columns based on the units earned in addition to the annual step increase.

23.06 Filing of Units

Official college transcripts shall be filed by October 1 of each year for the fiscal year of SCOE before salary payments are made. The *Verification of Course/Work Experience Relevancy and Non-Duplication* form, signed by the employee and supervisor, must accompany all requests for unit credit before column advancement is granted. All credits and units submitted by October 1 shall be applied to current fiscal year. College credits earned in the course of SCOE training can be used for advancement on the salary schedule, whether taken during work hours or the employee's own time.

23.07 Doctorate and Longevity

A. Four percent (4%) over normal step placement shall be granted for an earned Ph.D. or Ed.D.

B. Any employee hired prior to July 1, 1998, with ten (10) to twenty (20) years of continuous service credit in SCOE will receive an additional two and one-half percent (2½%) salary increase above the base rate paid at the end of ten (10) years and an additional two and one-half percent (2½%) at the end of each five (5) year period thereafter to the twenty-fifth (25) year.

   In applying this section, it is the intent of the parties that subsequent longevity increases (i.e., after 15 and 20 years) shall be applied to the base salary and any previously granted longevity increases. Specifically, the following table shall apply when calculating the salary rate for employees:

   10 to 15 years - Base Salary x 1.025

   15 to 20 years - Base Salary x 1.025 x 1.025

   20 to 25 years - Base Salary x 1.025 x 1.025 x 1.025

C. Any employee hired on or after July 1, 1998 with fifteen (15) to twenty-five (25) years of continuous service credit in SCOE will receive an additional two and one-half percent (2½%) salary increase above the base rate paid at the end of fifteen (15) years and an additional two and one-half percent (2½%) at the end of each five (5) year period thereafter to the twenty-fifth (25) year.

In applying this section, it is the intent of the parties that subsequent longevity increases (i.e., after 20 years) shall be applied to the base salary and any previously granted longevity increases. Specifically the following table shall apply when calculating the salary rate for employees:

15 to 20 years - Base Salary x 1.025

20 to 25 years - Base Salary x 1.025 x 1.025

D. Effective July 1, 1998, any employee with twenty-five (25) or more years of continuous service credit will receive an additional five percent (5%) salary increase above the base rate paid at the end of 25 years and an additional five percent (5%) at the end of each five (5) year period thereafter. Employees who have previously received two and one-half percent (2½%) longevity increases at the end of 25, 30, 35 (etc.) years, shall, as of July 1, 1998, receive an additional two and one-half percent (2½%) longevity increase for each applicable five (5) year period. In this manner their longevity increases shall be in conformance with the tables below.

E. Employees with ten (10) or more years of continuous service credit in SCOE will receive an additional two and one-half percent (2½%) salary increase above the base rate paid and at the end of each five (5) year period thereafter an additional two and one-half percent (2½%) salary increase shall be applied to the base salary rate paid to qualified employees.

In applying this section, it is the intent of the parties that the second and subsequent longevity increases (i.e., after 15, 20, 25, etc. years) shall be applied to the base salary and any previously granted longevity increases. Specifically, the following table shall apply when calculating the salary rate for employees:

<u>Employees hired prior to July 1, 1998:</u>

10 to 15 years—Base Salary x 1.025

15 to 20 years—Base Salary x 1.025 x 1.025

20 to 25 years—Base Salary x 1.025 x 1.025 x 1.025

25 to 30 years—Base Salary x 1.025 x 1.025 x 1.025 x 1.05

30 to 35 years—Base Salary x 1.025 x 1.025 x 1.025 x 1.05 x 1.05

Etc.

<u>Employees hired on or after July 1, 1998:</u>

15 to 20 years—Base Salary x 1.025

20 to 25 years—Base Salary x 1.025 x 1.025

25 to 30 years—Base Salary x 1.025 x 1.025 x 1.05

30 to 35 years—Base Salary x 1.025 x 1.025 x 1.05 x 1.05 Etc.

23.08 Tuition Reimbursement

Regular certificated employees on Salary Schedule Column VI, Step 13, shall be eligible to apply for tuition reimbursement once per fiscal year.

Tuition reimbursement shall only apply to courses that are from an accredited college, university or other appropriate training directly related to the certificated employee's assignment. The program director or designee must grant prior approval in order to be eligible. Total reimbursement shall not exceed Four Hundred Dollars ($400.00) per year.

ARTICLE XXIV
HARASSMENT AND DISCRIMINATION

24.01 Employee Notification

Annually SCOE shall inform employees in writing of SCOE policies and legal provisions related to sexual harassment, workplace harassment and discrimination.

ARTICLE XXV
REGIONAL OCCUPATIONAL PROGRAM

25.01 Employment Status

A. Definition

The term "teacher" shall mean any certificated non-management employee in the department.

B. Any non-management Vocational Education teacher who has completed two (2) full years of satisfactory service as a Sacramento County ROP teacher will achieve certain displacement rights provided that SCOE determines the teacher is qualified to perform the duties of the unit member displaced. "Full year of service" shall mean the teacher shall have served a minimum of seventy-five percent (75%) of the days normally assigned to similar positions in the department and must be considered a full-time eight (8) hours per day employee. Part-time teachers shall receive pro-rated credit based upon hours and days worked. For example, in order to complete one "probationary" year, a One Hundred Eighty-Five (185) day employee must serve One Hundred Thirty-Nine (139) days in one fiscal year period to be considered to have completed a full year.

C. Any employee who has not met the two (2) year requirement above shall not be eligible for displacement (bumping) rights.

25.02 Rights of Qualifying ROP Teachers

A. Seniority

Each qualifying ROP teacher shall gain seniority based upon his/her original date of employment with SCOE in a certificated position. Change of assignment or classroom site will not affect this seniority rank.

B. Reduction in Force

When management determines that a reduction in funding, decrease in students, or a change in SCOE and/or labor market priorities necessitates a need to eliminate or reduce an ROP teaching assignment, the teacher assigned to the program shall be provided the following displacement (bumping) rights:

1. When a position is eliminated or reduced, the qualifying ROP teacher assigned to that class may exercise his/her displacement rights. Displacement rights will allow the qualifying ROP teacher the option of displacing the least senior ROP teacher or having his/her name placed upon a reemployment list for twenty-seven (27) months.

2. In order to displace a less senior employee, an ROP teacher must possess and have on file with personnel the appropriate credential for the class of the less senior ROP employee.

3. If it happens that the first displaced employee is more senior than another qualifying ROP teacher, then that employee may exercise his/her bumping rights as described above.

4. The displacement process will continue until the last qualifying employee has exercised his or her displacement rights.

25.03 Specialized ROP Programs

A. ROP programs with community classroom components, and approved curriculum consisting of forty-five (45) hours or more classroom instruction prior to community classroom placement are not subject to the enrollment of new students after two (2) weeks of the start of the semester.

B. ROP programs with approved curriculum of two (2) or more semesters, where the first semester is classroom orientation and the second semester is community classroom training, shall only enroll qualified students as determined by the teacher.

C. Nothing in this section shall affect SCOE's right to determine the financial viability of classes in the ROP.

D. SCOE agrees to comply with all laws relating to the ROP enrollment process.

ARTICLE XXVI
SCHOOL NURSES

26.01 Employment Status

A. Definition

The term "**school nurse**" shall mean any credentialed nurse in the bargaining unit hereafter referred to as "nurse."

B. Permanent Nurse

A Permanent Nurse is any non-management nurse who has completed two (2) full years of satisfactory service as a SCOE nurse. "Full year of service" shall mean the nurse shall have served a minimum of seventy-five percent (75%) of the days normally assigned to similar positions in the department and must be considered a full-time eight (8) hours per day employee. Part-time nurses shall receive pro-rated credit based upon hours and days worked.

C. Probationary Nurse

A Probationary Nurse is any employee who has not met the two (2) year requirement above shall be considered probationary and shall not be eligible for displacement (bumping) rights.

26.02 Rights of Permanent Nurses

In addition to those rights granted to nurses by virtue of the California Education Code and other provisions of this contract, nurses shall be provided those seniority and permanency rights as follows:

A. Seniority

Each permanent nurse shall gain seniority based upon his/her original date of employment with SCOE in a certificated position. Change of assignment will not affect this seniority rank.

B. Reduction in Force

When management determines that a reduction in funding, decrease in students, or a change in SCOE priorities necessitates a need to eliminate or reduce a nursing assignment, the nurse assigned to the program shall be provided the following displacement (bumping) rights:

1. When a position is eliminated or reduced, the permanent nurse assigned to that position may exercise his/her displacement rights. Displacement rights will allow the nurse the option of displacing the least senior nurse (including probationary) or having his/her name placed upon a reemployment list for twenty-seven (27) months.

2. In order to displace a less senior nurse, a permanent nurse must possess or qualify for the appropriate credential for the class of the less senior nurse.

3. If it happens that the first displaced permanent nurse is more senior than another permanent nurse, then that nurse may exercise his/her bumping rights as described above.

4. The displacement process will continue until either a probationary nurse is displaced or a displaced nurse is placed upon a reemployment list.

ARTICLE XXVII
TEACHER-IN-CHARGE

27.01 Teacher-in-Charge

A. A teacher-in-charge is a full time credentialed employee who takes over assigned duties in the absence of the administrator.

B. Direct Responsibility

The teacher-in-charge shall be directly responsible to his/her supervisor.

C. Duties and Responsibilities

Due to the diverse nature of SCOE programs, duties of the teacher-in-charge will vary from site to site. Site specific responsibilities beyond C.1. to C.5. below shall be mutually agreed upon through the shared decision-making process. In addition to the responsibilities listed in the certificated employee's primary job description, the teacher-in-charge will have knowledge of program assignments, procedures and operating practices of the department. Specific duties may include but are not limited to the following:

1. Administrative Assistance

Perform routine assignments for the supervisor which may include enrolling students in programs, dealing with the public, including parents and other site visitors.

2. Disciplining of Students

Consistent with the law and in the absence of the supervisor, the teacher-in-charge will be authorized to discipline students and to remove those students from program as necessary.

3. Facility Maintenance and Coordination

   In the absence of the site administrator or as assigned, the teacher-in-charge will assist in assuring that teachers and other personnel are provided necessary support in their assignments, including securing emergency instructional supplies, maintaining the safe operation of a facility, ensuring students' transportation needs are met and coordinating other site activities.

   The teacher-in-charge will participate in and/or chair necessary meetings, as assigned by the supervisor, but not limited to IEPs.

4. Emergencies

   In an emergency and in the absence of the supervisor, the teacher-in-charge will perform duties and all necessary reports as required in cases of emergency.

5. Limitations

   The teacher-in-charge will not be entitled to evaluate fellow employees, make recommendations on classroom curriculum and instruction, or change the programming of the other certificated staff, etc.

D. Qualifications

Any person considered for this position must be fully credentialed and have more than five (5) years' experience as a full-time certificated employee. In the event that no qualified employee with five (5) years' experience is nominated or available, the site team shall make a recommendation.

E. Selection

1. Applications for the teacher-in-charge position shall be in writing and shall include qualifications and reasons for applying.

2. Applications shall be submitted to the principal/site administrator within two (2) weeks after the beginning of the school site year.

3. The site based decision team will select the teacher-in-charge through consensus. In the event consensus is not reached, the principal/site administrator shall make the final decision.

F. Compensation

Teachers-in-charge will receive compensation for their services according to the following:

Teaching Days	181-185	$285.00
	200-205	$310.00
	210-220	$335.00

These amounts will be multiplied by the number of classroom responsibilities of the teacher-in-charge. Each teacher-in-charge shall be responsible for a maximum of ten (10) classrooms. Should a teacher-in-charge end up working more days than originally contracted for, the stipend will be increased accordingly.

G. A substitute will be requested when necessary for the teacher-in-charge when an administrator will be off site for four (4) hours or more.

H. When the site administrator knows in advance that they are going to be off site for meetings, etc. the teacher in charge will be given a minimum of a one (1) day advance notice.

ARTICLE XXVIII
SPECIALIZED PHYSICAL HEALTH CARE OF STUDENTS

28.01 Definition

A. "**Specialized physical health care procedures**" as described in this article shall be defined as procedures which:

1. are necessary during the school day to enable the child to attend school;

2. can be learned by the average person without requiring prior medical training;

3. do not require extensive amounts of time for their administration; and

4. do not require a physician to administer them.

B. "**Supervision**" as used in this article shall be defined as the review, observation, and/or instruction of a designated service provider's performance of a specialized physical health care service.

C. "**Supervision**" as described in this article shall be delineated as follows:

1. "**Direct**." The supervisor is present in the same building as the person being supervised and is available for consultation and/or assistance.

2. "**Indirect**." The supervisor is available to the qualified designated school personnel, through electronic means, to provide necessary guidance and consultation.

28.02 Supervision and Training

A. All specialized physical health care procedures shall be directly and/or indirectly supervised by a credentialed school nurse, in accordance with the SCOE Special Education Health Information Handbook.

B. Only a credentialed school nurse, physician or surgeon (as stated in EC § 49422) shall be responsible for training or supervising staff in providing specialized physical health care procedures for students.

C. SCOE will provide ongoing training, monitoring, and supervision for each teacher with a student with specialized physical health care.

28.03 Responsibilities and Liabilities

A. SCOE shall indemnify and hold harmless from all liability any unit member who performs specialized physical health care services in conjunction with their assigned duties.

B. SCOE will provide liability insurance for all certificated employees who perform specialized physical health care services.

ARTICLE XXIV
EFFECTS OF LAYOFF

29.01 Process

SCOE agrees to proceed with any proposed layoff only in accordance with the statutory requirements of the Education Code. Should a bargaining unit member or SCOETA allege that SCOE has violated the above described process and seeks resolution of the alleged violation, that resolution shall rest with the Administrative Law Judge and not through the grievance process.

29.02 Notice

A. SCOE shall notify SCOETA, in writing, fifteen (15) days in advance of notification to bargaining unit members regarding layoff, of SCOE's intent and reasons for such layoff.

B. The notice shall include material which supports the need to reduce certificated bargaining unit members due to ADA reduction or program reduction. The supportive material shall also include a consideration of SCOE's past experience in attrition.

29.03 Effects

A. Should SCOETA request to bargain the effects of the proposed layoff and/or program reductions, SCOE agrees to meet and negotiate with SCOETA on the effects on

bargaining unit members' working conditions and other terms and conditions of employment as defined by Government Code § 3543.2.

B. SCOE and SCOETA agree that without negotiating pursuant to the terms and conditions of this Article, layoffs shall not exceed the number of certificated staff necessary to maintain the class size maximum as agreed to in the Article on class size, including exceptions procedure.

29.04 Action

This Article shall be null and void to the extent subsequent Appellate Court or P.E.R.B. Board or legislative action provides that the effects of layoff is not within the scope of representation and/or modifies existing statutes on layoff to reduce SCOE required action below present levels. Notwithstanding anything to the contrary in the above, SCOE shall not be prevented from complying with the statutory deadlines unless stopped from meeting said deadlines by an order from a court of competent jurisdiction.

29.05 Obligation

This fully and completely meets SCOE's obligation to negotiate the effects of layoff.

ARTICLE XXX
APPLICATION

30.01 Priority of Agreement

The provisions of this Agreement supersede any provisions in SCOE policies or procedures in respect to the employees covered by this Agreement.

30.02 Application

Further, if the subject matter of any SCOE policy or procedure is covered to any extent by this Agreement then that SCOE policy or procedure shall not apply to the employees covered by this Agreement.

ARTICLE XXXI
SAVINGS CLAUSE

31.01 Savings Clause

If any provision of this Agreement should be held invalid by operation of law or by the final judgment of any court of competent jurisdiction, or by an unappealed decision of the Public Employment Relations Board, the remainder of this Agreement shall not be affected thereby.

31.02 Renegotiation

In the event of invalidation as stated in Article 31.01, upon request by either party, the parties agree to meet and negotiate in an effort to arrive at a replacement for such provisions as soon as possible.

ARTICLE XXXII
JUVENILE COURT SCHOOLS

32.01 Instructional Day

The principal of each Juvenile Court School program, by mutual agreement with the shared decision-making team, shall recommend to the Superintendent the appropriate length of the instructional day. The maximum instructional time for Association members shall not exceed 300 minutes per working day. Instruction is considered to be any time there is direct student/teacher contact for the purposes of testing, instruction, or supervision.

32.02 Work Operational Hours

The shared decision-making team of each Juvenile Court Schools program shall recommend to the Superintendent the appropriate operational hours for each individual site taking into account the scope and responsibilities of the instructional day.

The team shall develop rules and regulations which shall include, but are not limited to, planning and preparation periods; relief periods and an uninterrupted duty free lunch periods of not less than thirty (30) consecutive minutes.

32.03 Grandfathering of Teachers-Juvenile Institutions

Grandfathering of Teachers-Juvenile Institutions refers to the transition of those court school instructors whose base contract work year had been 220 days in 2010-11 and then beginning in 2011-12 were reduced to 200 days (not including summer school). This grandfathering provision will apply to no fewer than 12 of the most senior instructors in the Teacher, Juvenile Institutions classification and include those teachers who get returned to that assignment in the 2011-2012 school year.

For extra assignment of grandfathered Teachers-Juvenile Institutions, see Articles 8.04 and 8.05.

ARTICLE XXXIII
COMMUNITY SCHOOLS

33.01 Calendar

Community School shall operate a base year of 185 days. SCOE may approve an additional twenty-one (21) day assignment, consisting of four (4) hour instructional days as appropriate to meet the needs of the program. A school calendar shall be planned in cooperation with the shared decision-making team and Administration for approval by May 1, for the following year.

33.02 Extended Work Year

SCOE and SCOETA agree that the additional assignment days beyond the regular work year shall be paid at five-eights (5/8) of the employee's daily rate of pay. The selection of the teachers for the additional assignment shall be subject to the Extra Assignments language of this contract (See Article 8.04).

33.03 Operational Hours

The shared decision-making team shall recommend to the Superintendent the appropriate operational hours for each individual site taking into account the scope and responsibilities of the instructional day.

The team shall develop rules and regulations which shall include, but are not limited to, planning and preparation periods; relief periods and an uninterrupted duty free lunch periods of not less than thirty (30) consecutive minutes.

33.04 Class Size

At no time shall an individual teacher's total enrollment in the credit recovery program exceed forty (40 students, and shall not exceed thirty-five (35) students in an academic classroom.

The parties additionally agree that each site will be provided sufficient flexibility with respect to class load/ISP ratio to best meet the needs of that particular site. During the school year student placements will be based upon consultation between certificated staff and site administrator.

33.05 School Operations

During the school year the shared decision-making team shall meet on a regular basis to discuss and agree upon critical operation procedures and processes. The topics will include but are not limited to: student placement, ADA, calendar, class size, enter/exit process, SARB, staff development, instructional strategies, curriculum, safety, daily operations, etc.

ARTICLE XXXIV
NEGOTIATION PROCEDURES

34.01 General

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

34.02 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 a sufficient number of meetings necessary to ensure a mutually favorable outcome. Each bargaining session shall be concluded with mutual agreement upon the agenda, date, time, and place of the next bargaining session unless agreement on such matters has been made at an earlier bargaining session. During a bargaining session other items may be added to that meeting's agenda by mutual agreement.

34.03 Representatives

Each party to negotiations shall select its negotiating representatives provided that SCOE shall not select a represented employee, as herein defined, as its representative. SCOETA shall be allowed release time without loss of compensation for seven of its members for any bargaining session.

34.04 Outside Consultants

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

34.05 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 counter proposals in the course of negotiation, and to reach agreements subject to ratification and adoption.

34.06 Tentative Agreement

During negotiations, items tentatively agreed upon shall be reduced to writing and signed by the representative of SCOE and SCOETA.

34.07 Final Approval

When SCOETA and SCOE reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the SCOETA membership for ratification, and to the Superintendent for adoption.

34.08 Negotiations Preparation

When requested SCOE shall furnish SCOETA with all material listed in Article 20.02.

34.09 Impasse

If SCOETA and SCOE are unable to reach tentative agreement on any 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 process.

ARTICLE XXXV
SUBSTITUTES

35.01 Review Committee

SCOE and SCOETA agree to establish a substitute review committee consisting of a balanced number of representative(s) appointed by SCOETA and SCOE. The committee will focus on resolving issues associated with providing substitutes for our teaching programs. A charge for the committee will be to initiate a retiree program and deal with other potential modifications to our current substitute structures.

ARTICLE XXXVI
SLY PARK OUTDOOR EDUCATION CENTER

36.01 Sly Park Environmental Education Center (Sly Park)

Sly Park Environmental Education Center is a residential outdoor school located in the Eldorado National Forest. SCOE teachers provide a specialized instructional program to more than 7,500 elementary students each year. The program is designed to facilitate mastery of fifth and sixth grade California Science Standards.

36.02 Operational Hours

Sly Park's teachers are expected to work a forty hour week to be flexibly assigned according to the needs of the program, including but not limited to breakfast, night, weekend duties and other identified needs of the program.

36.03 Staffing and Work Year

Sly Park uses a flexible staffing model that seeks to establish class sizes that are targeted to approximate 28 students for each assigned teacher. This class size assignment pattern shall not be construed as a hiring ratio, and it shall be within the discretion of the Director to determine when additional staffing will be brought in to service that group's students.

When there are fewer than twenty-five students for each teacher, Sly Park's assigned teachers will be placed on non-program status from a list established to rotate assignments. The non-program teacher will go to the bottom of the list, and the teacher at the top of the list will be next to be on non-program status for low enrollments. Teachers may change positional rotation on the list with the approval of the Director.

Teachers contracted for the 2011-12 year shall maintain a maximum work year of 181 days. A teacher may reduce his or her work year by mutual agreement with the Director. A reduced year shall be renewed annually by mutual agreement prior to March 1.

The work year for Sly Park teachers employed after July 1, 2012 will be 175 days.

36.04 Site Based Teams

During the school year, the Director and the staff shall meet on a regular basis to discuss and agree upon critical operation procedures and processes. The topics shall include but not be limited to increasing and sustaining the economic well-being of the program, assignment patterns for breakfast, night, and weekend duties, instructional strategies, marketing strategies, professional development, common core standards, safety, and daily operations.

ARTICLE XXXVII
DURATION

37.01 Duration

This agreement shall remain in full force and effect through June 30, 2017.

37.02 Successor Agreement

(A) The parties shall meet and negotiate those issues arising out of legislated educational reform which are negotiable during the tenure of this agreement.

(B) In years 2015-16, and 2016-17 of this agreement, either SCOE or SCOETA may elect to reopen up to two articles, provided that the items do not have monetary implications.

For SCOE:

David W. Gordon, Superintendent
Sacramento County Office of Education

Date: 2/23/15

For SCOETA:

John Liddicoat, President
Sacramento County Office of Education
Teachers Association (SCOETA/CTA/NEA)

Date: 2/23/15