

AGREEMENT

Between

**CONTRA COSTA COUNTY
SUPERINTENDENT OF SCHOOLS**

and

**CONTRA COSTA COUNTY
SCHOOLS EDUCATION ASSOCIATION/CTA/NEA**

July 1, 2013 - June 30, 2016

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ARTICLE 1

AGREEMENT¹

1. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Contra Costa County Superintendent of Schools (Employer) and the Contra Costa County Schools Education Association/California Teachers Association/National Education Association (Association), a Unit Member organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
3. This Agreement shall remain in full force and effect from July 1, 2013, to June 30, 2016. For the second and third year of the agreement the following items shall be bargained by the Parties:
 - Article 16: Benefits
 - Article 17: Salaries
 - Up to two (2) Articles per Party
 - Impact Legislation
 - Other mutually agreeable issues
4. Each party shall present its initial proposal to the County Superintendent of Schools and the proposals shall be sunshined at a public meeting of the County Board of Education. Thereafter, each party may present to the other Party the issues to be bargained.

¹ Article 1, Sections 3 and 4 Amended 11/06; Section 3 and 4 revised 12/08; New language in opening paragraph; and Section 3 and 4 revised 3/13

ARTICLE 2

RECOGNITION²

The Employer recognizes the Association as the exclusive representative of all Certificated Unit Members, including Part-Time Temporary Hourly Jail Education teachers and Audiologists, but excluding all of the following: management, confidential, and supervisory Unit Members as defined in the Education Code; as well as substitute, short-term temporary, California Department of Corrections Project, and adult education teachers where the assignment is not more than 50% of a full-time load.

²Article 2 Revised 11/05

ARTICLE 3

DEFINITIONS³

1. **Unit Member** - any Bargaining Unit Member who is included in the Certificated Bargaining Unit as defined in Article 2 and, therefore, covered by the terms and provisions of this Agreement.
2. **Association** - Contra Costa County Schools Education Association/California Teachers Association/National Education Association.
3. **Employer** - the Contra Costa County Superintendent of Schools.
4. **Contract days** - those days during which Unit Members are required to be on duty.
5. **Workday** - is a regularly scheduled workday for a Unit Member.
6. **Basic Work Year** - 180 days for Certificated Unit Members, and 185 days for Psychologists and Social Workers.
7. **Grievance** - a complaint by one or more Unit Members who state that they have been adversely affected by a violation of this Agreement.
8. **Grievant** - a Unit Member or Unit Members making the allegation.
9. **Immediate Supervisor** - the lowest level administrator, designated by the Employer to adjust grievances, having immediate jurisdiction over the grievant.
10. **Part-Time Temporary Hourly Jail Education Unit Members** - Part-Time Adult School Unit Members whose work site assignment is in the Contra Costa County Sheriff's Office Detention Facilities and whose primary assignment is 16.25 hours a week or less.
11. **"ESEA"**– Elementary and Secondary Education Act as reauthorized by No Child Left Behind.
12. **HOUSSE** – is the High Objective Uniform State Standard of Evaluation, an option adopted by the California State Board of Education that Unit Members may use to demonstrate core academic subject area competence for becoming highly qualified compliant under ESEA.

³ Article 3 – Definitions Updated 5/05

ARTICLE 3 (cont.)

13. **Core Academic Subjects** – as defined by ESEA 2001 are: English, Reading, Language Arts, Mathematics, Science, Foreign Languages, Civics and Government, Economics, Arts, History, and Geography.

- 14.. **Base Salary**- A unit member's base salary shall be defined as the unit member's current column and step or longevity placement.

ARTICLE 4

NEGOTIATION PROCEDURES⁴

1. No later than May 30th of the calendar year in which this Agreement expires, each Party shall present to the other Party the issues to be bargained. These issues shall be presented to the County Superintendent of Schools (Employer) and sunshined at a public meeting of the Board of Education.
2. The Association shall designate no more than seven (7) representatives for the purposes of developing an Agreement. No official meetings between the parties shall be held unless at least two (2) representatives of each group are present.
3. Unit Members designated in Section 2 of Article 4 shall follow normal county procedures for prior notification of absence in order that necessary substitutes may be secured.

⁴ Article 4, Section 2 Revised 9/03, Section 1 Revised 12/08; Section 1 Revised 3/13

ARTICLE 5

EMPLOYER RIGHTS⁵

1. The Association recognizes that the Employer has the responsibility and authority to manage and direct on behalf of the public all operations and activities of the County Office of Education to the full extent authorized by law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine organizational matters; direct the work of employees; determine the times and hours of operations; determine the kinds and levels of services to be provided and the methods and means of providing them; establish educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of county operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenues; take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, transfer, evaluate, promote, and terminate employees. Employer right to discipline shall be in accordance with the Education Code.
2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.
3. The Employer will meet and consult with the Association prior to contracting out work that has been customarily performed by employees in the Bargaining Unit. Meeting and consulting with the Association means the Employer will communicate orally or in writing the purpose for contracting out work and will seek to reach mutual agreement with the Association. The grievance procedure may be accessed if a Unit member believes any provision of this Article has not been followed.

ARTICLE 6

ASSOCIATION RIGHTS⁶

1. The Association and its members shall have the right to make use of County School facilities, upon approval of the Superintendent or his designated representative, on the same basis and subject to the same rules and regulations as other private individuals or entities.
2. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards. This provision applies where such notices do not interfere with or interrupt normal school or business operations.
3. The Association shall have the right to utilize the internal mail system of the County Office of Education for the purpose of communication with Unit Members, provided such utilization does not interfere with or interrupt normal school or business operations.
4. Authorized representatives of the Association shall be permitted to transact official Association business on Employer's property provided such transaction does not interfere with or interrupt normal school or business operations.
5. A current list of names, home addresses, home telephone numbers, and work sites of all Unit Members shall be provided to the Association by September 30, if possible, and no later than October 15 of each school year, with an update by January 15, except where Unit Members have stipulated in writing that home addresses and home telephone numbers are not to be released to the Association.
6. Personnel reports to the Employer that list new hires and employee terminations and transfers within the Certificated Unit shall be made available to the Association.

ARTICLE 7

GRIEVANCE PROCEDURES⁷

1. **General**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may arise from time to time affecting interpretation of the specific terms and conditions of this Agreement. The Employer and the Association agree that the conduct of the proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. **Definitions**

- a. **Grievance** - a complaint by one or more Unit Members who state that they have been adversely affected by a violation of this Agreement.
- b. **Grievant** - a Unit Member or Unit Members making the allegation.
- c. **Workday** - a regularly scheduled workday for a Unit Member.
- d. **Immediate Supervisor** - the lowest level administrator, designated by the Employer to adjust grievances, having immediate jurisdiction over the grievant.
- e. **Employer** - the County Superintendent of Schools.

3. **Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with grievant's immediate supervisor. If a grievance arises from the action of authority other than the immediate supervisor, the Unit Member and/or immediate supervisor may request the involvement in the informal conference of the other authority.

4. **Formal Levels**

- a. **Step One** - If an alleged violation is not resolved through the informal step to the satisfaction of a grievant, a formal grievance may be initiated. Such grievance must be initiated no later than twenty (20) workdays after the occurrence of the act or omission giving rise to the grievance. The grievant must present such grievance in writing and shall state the facts giving rise to the grievance, shall identify by appropriate reference the provisions of this Agreement alleged to be violated, shall state the contention of the Unit Member with respect to these provisions, and shall indicate the specific relief requested. Within ten (10) workdays after the initiation of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant.

ARTICLE 7 (cont.)

- b. **Step Two** - If the grievance is not resolved in Step One, the grievant may, within ten (10) workdays of receipt of the supervisor's answer at Step One, submit to the Associate Superintendent/Student Programs and Services, or his/her designee, a written statement of the grievance. Such grievance shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal. The Associate Superintendent/Student Programs and Services or designee shall communicate a decision within ten (10) workdays of the filing of the appeal to Step Two. Such response shall state the Associate Superintendent/Student Programs and Services or his/her designee's views of the facts and his/her conclusions regarding the contentions of the grievant on appeal.
- c. **Step Three** - In the event the grievant is not satisfied with the decision at Step Two, the grievant may appeal the decision in writing within ten (10) workdays to the Employer. The Employer or designee shall investigate the grievance as fully as deemed necessary, and may provide for conferences with the grievant. The Employer or designee shall respond within ten (10) workdays of the appeal, to the grievant. Such response shall state the Employer's views of the facts and his/her decisions respecting the contentions of the grievant on appeal.
- d. **Step Four** - Within ten (10) workdays after receiving the decision of the Employer a grievant may make a written request to the Association to take the grievance to arbitration. If within ten (10) days the Association agrees to take the grievance to arbitration, the Association and Employer shall mutually select an arbitrator.

If agreement cannot be reached on a mutually acceptable arbitrator within ten (10) days, the Employer and the Association shall jointly request that the American Arbitration Association or the State Conciliation Service supply a listing of five (5) names. Each party shall strike two (2) names from the list in alternative order. The determination of which party shall strike a name first shall be determined by lot.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

ARTICLE 7 (cont.)

- (1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.
- (2) The arbitrator shall have no power to establish salary structures or change any salary.
- (3) The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action pursuant to such practice, policy, or rule.
- (4) The arbitrator shall not consider any issue raised by the grievant unless it was known by the Employer in an earlier step of this Grievance Procedure.
- (5) The arbitrator shall have no power to recommend or resolve any of the following:
 - (a) The termination of services or any other disciplinary action or failure to reemploy any member of the Unit.
 - (b) Any matter involving the content of the evaluation.
- (6) The standard of review for the arbitrator is whether there has been a violation of the expressed terms of this Agreement.
- (7) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (8) The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions, which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator shall be submitted to the Employer and the Association and will be final and binding upon the parties to this Agreement. The Employer and Association shall implement

ARTICLE 7 (cont.)

the decision in whole, or by mutual consent, the parties may consult on alternatives.

- (9) There shall be no waiver or allegation of waiver of any time limit unless such waiver is in writing.

The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

If the Employer claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall be heard as the first issue upon which the arbitrator shall rule.

The arbitrator shall have no power to render an award on a grievance filed before the effective date of this Agreement or after the termination of this Agreement.

5. Appearance and Representation

Actions taken pursuant to this procedure shall be conducted at a time and place, which will afford a fair, and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such actions shall be conducted during working hours unless there is mutual agreement or other arrangements.

If the grievant is not represented by the Association, a copy of the grievance and the proposed resolution shall be sent to the Association. The proposed resolution of the grievance will not be implemented until the Association has a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. Unit Members shall not suffer loss of compensation for time spent as a grievant or witness at a hearing held pursuant to this procedure.

6. Time Limits

The time limits specified at each level are maximums. The time may, however, be extended by mutual written agreement of the parties.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant to lodge an appeal at the next step of this procedure. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the

ARTICLE 7 (cont.)

previous step. The parties may mutually agree to omit any step of the grievance procedure.

7. Legal Rights

- a. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- b. No Unit Member shall be discriminated against for participating in the grievance resolution process.

8. Release Time

- a. The President and each of the four members of the Association Grievance Committee 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.
- b. Each of the persons identified in Section 8.a. of this Article shall request release in writing from his/her immediate supervisor and shall report upon return to duty. That release shall not be unreasonably denied.
- c. Upon entering another work location, the persons identified in Section 8.a. of this Article shall identify himself/herself to the supervisor or designee in charge of the location and state the purpose and expected duration of the visit.
- d. The persons identified in Section 8.a. of this Article may be denied permission by the Employer's representative to talk to the Unit Member on his/her duty time if that will unduly interfere with the Unit Member's work. Any disagreement over this access shall be immediately referred to the Associate Superintendent/Student Programs and Services for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

ARTICLE 8

PROFESSIONAL DUES/FEES AND PAYROLL DEDUCTIONS⁸

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Pursuant to such authorization, the Employer 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 pursuant to authorization signed after the commencement of the school year shall be prorated appropriately, commencing with the month of authorization.
2. The Employer shall be obligated to put into effect any new, changed, or discontinued payroll deductions when written authorization is received by the fifteenth (15th) day of any month.
3. With respect to membership dues or agency service fees deducted by the Employer, pursuant to this Article, the Employer agrees to remit said monies promptly to the Association, accompanied by an alphabetical list of Unit Members for whom such deductions have been made, and to indicate any changes in personnel from the list previously furnished.
4. The Association agrees to furnish any information needed by the Employer to fulfill the provisions of this Article.
5. Within thirty (30) days from the date of commencement of assigned duties within the Bargaining Unit, an employee shall become a member of the Association, or pay to the Association an agency service fee in one lump-sum payment in the same manner as required for the payment of membership dues, provided, however, that the Unit Member may authorize payroll deductions for such fee in the same manner as provided in Sections 1 and 2 of this Article. A Unit Member may pay agency service fees directly to the Association in lieu of having such service fees deducted from his/her salary check. In the event that a Unit Member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Sections 1 and 2, the Association shall so inform the Employer, and the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 1 of this Article.
6. Part-Time Temporary Hourly Jail Education employees will pay association dues as follows:
 - a. Bargaining Unit Members working six hours or less per week at the established substitute rate.

ARTICLE 8 (cont.)

- b. Bargaining Unit Members working more than six hours per week at the Category 3 rate.

7. Objections on Religious Grounds

- a. Any Unit Member who is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support the Association as a condition of employment; except that such Unit Member shall, in lieu of a service fee, pay a sum equal to such service fee to one of the following non-religious, non-labor organizations, all of which are charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, which may be paid by payroll deduction as set forth in Section 2 of this Article:

1. Foundation to Assist California Teachers
2. United Way
3. California Teachers Association Martin Luther King Scholarship Fund
4. American Red Cross
5. Easter Seal Society
6. Muscular Dystrophy Association, Inc.

- b. Proof of payment and a written declaration of membership in a religious body whose traditional tenets or teachings include objections to joining, maintaining membership in, or financially supporting organizations shall be made on an annual basis, on or before October 1, to the Association as a condition of continued exemption from the Association as a condition of continued exemption from the provisions of Section 1 and/or 5 of this Article. Any Unit Member making payment, as set forth in this Section 6 of this Article, who requests to use the grievance or arbitration procedure of this Agreement shall be responsible for paying the reasonable costs of using such procedure.

- 8. The Association agrees to hold the Employer harmless from any court or administrative action growing out of the enforcement of the dues deduction or agency fee provisions of this Article. The Association agrees to pay all legal fees and legal costs, including reasonable attorney's fees, incurred in defending such action, and to indemnify the Employer against any claims or losses resulting from a final determination of liability against the Employer in any such action. The Association shall have the exclusive right to decide and determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, tried, or appealed.

ARTICLE 9

HOURS⁹

1. The average length of the full-time Unit Members' workweek, including student contact hours, before and after school supervision preparation time, and relief periods shall be 32.5 hours. Hours for Part-Time Temporary Hourly Jail Education Unit Members are described in Section 6 of Article 27.
2. In addition to the preparation of lessons and classroom instruction, Unit Members may be assigned duties, which fall outside their regular work. These activities may include faculty and/or departmental meetings (not to exceed four (4) hours per month), and an average of one (1) of the following per month: advisory committee meetings, parent/community meetings, open house, back-to-school night, and duties unique to a particular assignment (not to exceed two (2) hours per month).
3. All Unit Members who teach a class shall be available at their school at least thirty (30) minutes before the regular time for the commencement of class, except where programs are exempt by the County Office of Education. A flexible work schedule may exist according to the needs of the program and the Unit Member as approved by the Employer.
4. Each Unit Member shall be entitled to an unpaid, duty-free lunch period of no less than thirty (30) minutes. Relief periods of fifteen (15) minutes each shall be given in the morning and afternoon. The lunch and relief periods are outside required travel time between work sites.
5. Required duties beyond the regular workday, such as inservice meetings and giving inservice or conference presentations, shall be compensated according to the Unit Member's hourly rate of pay.
6. When the needs of students or parents so require, and with the agreement of the immediate supervisor, work may be scheduled outside the regular work week. The Unit Member shall be entitled to exchange time. Exchange time shall be used within twenty (20) workdays.
7. Support staff shall not normally be assigned as a substitute or in place of a substitute, except in case of a disaster, as defined in Article 26.4, or other emergency.
8. The basic work year for the Certificated Bargaining Unit shall be 180 days. The work year for School Psychologists and Social Workers shall be 185 days. The five (5) days that are worked beyond the basic work year shall be mutually determined by the Unit Member and his/her Program Administrator.
9. An additional three (3) days of staff development will be scheduled at a per diem rate. Unit Members must attend staff development days to receive per diem rates. Unit Members cannot be paid per diem rates for the three (3) staff development

ARTICLE 9 (cont.)

days if they are not in attendance, and they cannot use sick leave, personal necessity, bereavement leave, industrial accident leave, jury duty, sabbatical leave, or association leave for per diem for the three staff development days.

10. New members shall be required to attend two (2) days of orientation beyond the regular work year. An additional day of orientation may be required. The orientation will be scheduled annually on non-student instructional days. Unit Members shall be compensated at their regular rate of pay.
11. Unit Members in the DCH Program shall be notified by May 1 of any work available in the Program beyond the basic work year of 180 days. Unit Members who were assigned to this program prior to July 1, 1983 shall have a basic work year of 180 days, plus 28 additional days of Extended Year.
12. Unit Members hired prior to July 1, 1993, who have current assignments of 217 days, shall have the option to continue such 217-day assignments. If such Unit Members voluntarily transfer to a basic work year assignment, their work year will change to the basic work year assignment.
13. Unit Members who are employed beyond the basic work year shall be notified, to the extent possible, a minimum of ten (10) workdays prior to the beginning of said assignment.
14. Before May 15 teachers assigned to Juvenile Court Schools (includes teachers on 180-day and 217-day work calendars) shall meet with their supervisor to mutually agree on when the teacher will take non-duty days during the following school year (between July 1 and June 30). Teachers shall schedule their non-duty days in minimum blocks of one calendar week (Monday through Friday). Teachers may request to take several consecutive weeklong blocks of non-duty days. If there are leftover non-duty days due to holidays falling within the workweek, the teacher and administrator shall mutually agree on when the teacher will take those non-duty days.
15. Requests to take a non-work week at a particular time may be denied due to coverage needs or for other good cause (e.g., testing). If more teachers than can be accommodated request the same non-work week off, seniority shall be the determining factor.

ARTICLE 9 (cont.)

16. Unit Members shall have unassigned days for the following legal and local holidays:

| | |
|-----------------------------------|--------------------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King's Birthday |
| Veterans' Day | Washington's Birthday |
| Thanksgiving Day | Lincoln's Birthday |
| Day following Thanksgiving | Memorial Day |
| Christmas Day | |

In addition to the above listed days, Unit Members may have eight (8) unassigned days during the winter recess and five (5) unassigned days during the spring recess.

17. Parent conferencing shall normally occur during regularly scheduled work time.
18. Classes conducted by the Employer in host districts shall follow the host district calendar. In the event the host district does not conduct classes on any particular day, the Employer shall determine if affected Unit Members will follow the County calendar. The length of the Unit Member's work year shall be as specified for the basic work year.
19. Special Education Teachers shall have no less than seven minimum days that shall be used at the discretion of the affected Unit Member each work year.
20. **Banked Time:** The purpose of "Banked Time" is to provide unit members with time for classroom planning, collaboration, and preparation at the unit member's discretion, professional development, and staff meetings during the contracted work day. Staff hours and instructional minutes shall remain the same as in the 2013/14 school year. However, bell schedule times shall be adjusted to accommodate thirty-six (36) minimum days during each school year.

The use of "Banked Time" shall be as follows:

Special Education Unit Members

- A) Beginning in the 2014-2015 School Year, the bell schedule shall be adjusted in order to provide a shortened instructional day one day per week for the purpose of using this "banked time" for (1) staff meetings, (2) professional development and (3) unit member preparation/collaboration. The total weekly instructional minutes shall be the same as the 2013-2014 school year.

ARTICLE 9 (cont.)

- B) At the beginning of each school year, the site administrator, in consultation with the unit members, shall establish the “banked time” schedule for the year.

- C) During each school year, twenty five (25) days shall be utilized for classroom planning, preparation, and collaboration at the unit member’s discretion. The remaining early release days shall be used for professional development and staff meetings.

- D) **Community School Unit Members:**

Beginning in the 2014-2015 school year, two (2) afternoons per month shall be utilized for unit member preparation and collaboration at the teacher’s discretion.

- E. **Court School Unit Members:**

Beginning in the 2014-2015 school year, of the existing minimum days, two (2) per month shall be utilized for teacher preparation and collaboration at the unit member’s discretion.

ARTICLE 10

LEAVES¹⁰

1. General Policy

A Unit Member exercising the leave provisions of this Agreement shall notify the County Office of Education (i.e., Substitute Employee Management System (SEMS), supervisor) of his/her need to be absent as soon as it is known. It is expected that the Unit Member will notify the County Office of Education (i.e., Substitute Employee Management System (SEMS), supervisor) in sufficient time to secure replacement personnel where required. Timely notification shall also include an estimate of the expected duration of the leave. Unit Members whose leaves extend through the end of the one school year shall notify the Employer by March 1 of their intent to return the following school year. The Employer will request in writing prior to March 1 that the Unit Member express his/her intent. The Employer shall continue to cover the cost of health, dental, and vision benefits for Unit Members while on paid leaves of absence.

a. Break in Service

No leave of absence granted by the Employer shall be deemed to be a break in service.

b. Salary Step Advancement

No period of unpaid leave shall be counted toward time served for purposes of salary step advancement. Completion of at least 75% of the assigned work year for the Unit Member in a paid status is a prerequisite to salary advancement.

c. Continuation of Health, Dental, and Vision Coverage

A Unit Member on unpaid leave may continue his/her coverage under the Employer's health, dental, vision, and other voluntary plans in effect. Bargaining Unit Members may change or suspend their benefits during the period of leave. The Unit Member shall remit the full cost of the premium to the Employer.

d. Return to Position

- (1) A Unit Member returning from leave shall be returned to the position held prior such leave provided:
 - The position still exists

ARTICLE 10 (cont.)

- The leave is less than one (1) school year and the Unit Member returns prior to April 15, or sixty (60) calendar days prior to the end of the school term
- (2) No Unit Member returning from leave shall have greater rights to a position than he/she would have had if he/she had not gone on leave.
2. **Sick Leave The following Sections: 3-Personal Necessity, 4-Kin Care, and 5-Catastrophic Leave are all related to the amount of sick leave the Unit Member has accrued and has available for use.**
- a. Each full-time Unit Member on a basic work year contract shall accrue ten (10) days of sick leave for personal illness or injury. Such sick leave shall be credited at the commencement of the contract year. Unit Members employed on a work year contract other than the basic work year shall accrue sick leave on a prorated basis. Unused sick leave will accrue from year to year.
 - b. A Unit Member exercising this paid leave of absence provision shall notify his/her immediate supervisor of his/her need to be absent from service as soon as known. It is expected that the Unit Member will provide sufficient advance notice to secure substitute personnel where required. Such advance notice is to be no less than two (2) hours prior to start of work day assignment, except when circumstances beyond the Unit Member's control preclude the two (2) hours prior notice, in which instance the Unit Member will provide an explanation. Such notification described herein shall also include the specific reason for absence and an estimate of the expected duration of the absence.
 - c. Sick leave, which has been credited and used, but not earned upon termination, shall be repaid by deduction from final salary settlement upon termination.
 - d. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom are covered by sick leave provisions. For requests for more than six (6) weeks disability leave for a normal pregnancy, the Employer may request the Unit Member to see an Employer-appointed physician.
 - e. Differential Pay for Extended Illness: If a bargaining Unit Member has utilized all accumulated paid sick leave and is still absent due to illness or injury for a period of five (5) school months or less or 100 days or less, the amount deducted from the salary due the Unit Member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute teacher during the period of absence; or, if no substitute was employed, the amount which would have been paid to a substitute had one been employed. Under no circumstance shall a Unit Member have salary deducted greater than

ARTICLE 10 (cont.)

their daily rate of pay (even if the substitute's daily rate of pay exceeds that of the Unit Member).

Examples: Substitute Hired

1. If a Unit Member's daily rate of pay is \$225.00, and if a substitute is paid \$105.00 a day, the Unit Member shall be paid \$120.00 for that day of extended illness ($\$225.00 - \$105.00 = \$120.00$).
2. If a Unit Member's daily rate of pay is \$195.00, and if a substitute is paid \$95.00 a day, the Unit Member shall be paid \$100.00 for that day of extended illness ($\$195.00 - \$95.00 = \$100.00$).

Examples: No Substitute Hired

1. If a Unit Member's daily rate of pay is \$256.50, and if the established short-term substitute rate of pay is \$90.00, the Unit Member shall be paid \$166.50 for that day of extended illness ($\$256.50 - 90.00 = \166.50).
2. If a Unit Member's daily rate of pay is \$256.50, and if the established long-term substitute rate of pay is \$105.00, the Unit Member shall be paid \$151.50 for that day of extended illness ($\$256.50 - \$105.00 = \$151.50$).

f. **Return from Sick Leave**

- (1) Immediately upon return to work, the Unit Member shall report the absence in accordance with established procedures.
- (2) Verification of the cause of absence and the Unit Member's fitness to return to work may be required by the Employer before allowing payment for more than five (5) consecutive days of absence due to illness or accident. The Employer reserves the right to require verification of illness for shorter periods of time when there is probable cause to require such verification. Such verification requirement shall not be for arbitrary or capricious reasons.
- (3) A Unit Member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment may be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position with or without restrictions and perform his/her essential job duties with or without reasonable accommodations or detriment to the Unit Member's physical or emotional well-being.

ARTICLE 10 (cont.)

- (4) A Unit Member shall be charged one (1) additional day of sick leave if the Unit Member fails to notify the County Office of Education (i.e., Substitute Employee Management System (SEMS) or supervisor) by 4:00 p.m. on the preceding work day of the intent to return to duty.

3. Personal Necessity Leave

- a. Pursuant to Education Code Section 44981, a Unit Member may utilize up to ten (10) days of accumulated sick leave each school year for personal necessity. Such leave shall be taken in either quarter-day, half-day or full-day increments only.
- b. Personal necessity describes a Unit Member's activity that cannot reasonably be deferred to another day or time when the Unit Member is free from duties. Personal necessity leave is not for the purposes of attending or participating in functions or activities which are primarily for the Unit Member's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in other remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity; or taking examinations or engaging in other activity related to advanced training.
- c. Requests for use of personal necessity leave shall be made to the Unit Member's immediate supervisor at least three (3) work days prior to the commencement of the leave and shall state the purpose of the leave and the date for which said leave is requested.
- d. Advance approval is not necessary when the leave is required because of death, serious injury, or illness to a member of the Unit Member's immediate family; or an accident involving the Unit Member's person, property, or the person or property of his/her immediate family.
- e. In addition to the purposes specified in Section 3.d. above, and with advance notice, a personal necessity leave may be used for the adoption of a child, required appearance of the teacher before a court, commission, or other tribunal under subpoena or summons.
- f. Immediately upon return to duty from personal necessity leave, the Unit Member shall report the absence in accordance with established procedures.
- g. Four (4) days of personal necessity leave may be used for any reason at the discretion of the Unit Member except any concerted work stoppage. The Unit Member shall not be required to give the reason for these days of leave.

ARTICLE 10 (cont.)

4. Kin Care

- a. Unit Members may use up to six days of their yearly sick leave received for the purpose of attending to a child, parent, spouse, or registered domestic partner who is ill.
- b. For purposes of sick leave use, a “child” is defined as a biological, foster or adopted child, stepchild or a legal ward. A “child” also may be someone you have accepted the duties and responsibilities for raising, even if he/she is not your legal child.
- c. A “parent” is your biological, foster or adoptive parent, stepparent or legal guardian.
- d. All conditions and restrictions placed on a Unit Member’s use of sick leave apply also to sick leave used for care of a child, spouse, or registered domestic partner, or parent.

5. Catastrophic Leave

- a. **"Catastrophic illness or injury"** means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time, or that incapacitates a member of the Unit Member's family, which incapacity required the Unit Member to take time off from work for an extended period of time to care for a family member, and taking extended time off work creates a financial hardship for the Unit Member because he or she has exhausted all of his or her sick leave and other paid time off.
- b. **"Eligible Leave Credits"** mean sick leave accrued to the donating Unit Member.
- c. **Requirements/Conditions**

All Unit Members, permanent, full-time or part-time (at least 50%), shall be eligible to participate in the program.
- d. Members of the Bargaining Unit may apply for and receive catastrophic leave provided the following conditions are met:
 - (1) Unit Members must use all sick leave, but not substitute differential leave, available to them before being eligible for a withdrawal from the Catastrophic Leave Bank.

ARTICLE 10 (cont.)

- (2) Unit Members who have exhausted sick leave but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. Catastrophic leave may be used to supplement differential leave. For a Unit Member combining catastrophic leave and differential leave, the Employer shall pay the Unit Member full pay, and the Catastrophic Leave Bank shall be charged one-half (1/2) day.
 - (3) The Unit Member (or a Unit Member's family member for whom which the Unit Member must care) must have suffered an incapacitating illness or injury which falls within the provisions of Section 5.a. of this Article.
 - (4) If the Unit Member is incapacitated, applications may be submitted to the Employer by the Unit Member's agent or member of the Unit Member's family.
 - (5) The Employer must determine that the Unit Member is unable to work because of the Unit Member's personal or family catastrophic illness after adequate proof of illness has been provided in accordance with Education Code Section 44043.5 to include but not be limited to a doctor's verification of illness and declaration of compliance with the requirements of this leave.
- e. If the transfer of eligible leave credits is approved by the Employer, any Unit Member may donate eligible leave credits at a minimum of one day, and not to exceed twenty days.
 - f. No Unit Member is eligible for catastrophic leave if that Unit Member has used more than seventy percent (70%) of his credited sick leave in two of the last three years, unless the Employer waives this provision in verified instances of continuing illness or accident.
 - g. Participation is voluntary, donation is irrevocable and confidential and donor must maintain a minimum of five (5) days of accumulated sick leave. Donations shall be in one-day increments.
 - h. Stress claims shall be excluded from this program; however, physical manifestations such as heart disease or high blood pressure shall be included.
 - i. Transfers of eligible leave credits are irrevocable.
 - j. A Unit Member who receives paid leave pursuant to this Section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this Section.

ARTICLE 10 (cont.)

- k. Unit Members who apply to this program will be required to submit a physician's statement indicating the nature of the illness or injury and the probable length of absence from work. The nature of the illness or injury shall be kept confidential.
- l. In the event this leave category is canceled, the days shall be returned to those Unit Members who have donated them.
- m. Family shall be defined as the Unit Member's spouse, registered domestic partner, parent, grandparent, any child for which the Unit Member has primary responsibility, or sibling. In special circumstances, the definition of "family" may be expanded to include other individuals by mutual agreement between the Employer, Association, and the Unit Member.
 - (1) A Unit Member's withdrawal from the Catastrophic Leave Bank may not exceed the statutory maximum period of twelve (12) consecutive months.
 - (2) Leave from the Catastrophic Leave Bank may not be used for illness or disability which qualifies the Unit Member for Workers' Compensation Benefits, unless the Unit Member has exhausted all Workers' Compensation Leave, his/her own sick leave, and provided further, that the Unit Member signs over any Workers' Compensation temporary disability benefit payments to the Employer. If there are any Workers' Compensation checks signed over to the Employer, the bank will not be charged days, or if charged, will be reimbursed the number of days for which the Workers' Compensation payment is equivalent to a regular day of pay at the negotiated rate for that Unit Member. If the Employer challenges the Workers' Compensation claim, the Unit Member may withdraw from the Catastrophic Leave Bank, but upon settlement of the claim, the bank shall be reimbursed by the Employer.
 - (3) If there are not sufficient days donated for catastrophic leave to fund a withdrawal request, the Employer is under no obligation to provide days of leave or funds to the participant. If the Employer denies a request for withdrawal or an extension of withdrawal of catastrophic leave because of insufficient donated days to fund the request, the Employer shall notify the Unit Member and the Association in writing of the reason for denial.

The Employer has responsibility and authority for final decisions regarding participation in the program.

ARTICLE 10 (cont.)

6. Child-Care/Maternity Leave

- a. Child-care/maternity leave without pay after delivery or adoption may be granted a Unit Member upon request for not more than one (1) school year nor less than one (1) semester.
- b. In the event the child-care/maternity leave expiration date falls during the last five (5) weeks of the school year, the Unit Member's leave shall be extended until the end of the school year.
- c. A Unit Member on child-care/maternity leave may return to duty prior to the expiration of the leave provided an unfilled position for which the Unit Member is qualified exists.
- d. The Unit Member's absence due to child-care/maternity leave shall not result in forfeiture of probationary or permanent status.
- e. A Unit Member on child-care/maternity leave may continue health and dental benefits at the Unit Member's expense.

7. Bereavement Leave

- a. Each Unit Member shall be entitled to three (3) workdays of paid leave of absence or five (5) workdays if travel exceeds 400 miles one-way on account of death of any member of his/her immediate family.

Immediate family of the Unit Member or of his/her spouse or registered domestic partner, for the purposes of this Section, means the mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-child, step-parent, aunt, uncle, niece, nephew, or any relative or person, other than a renter, living in the immediate household/legal residence of the Unit Member.

- b. A Unit Member in an unpaid status shall be eligible to access appropriate bereavement leave entitlement upon the death of an eligible family member, as described in Section 8.a. of this Article, if said leave was for the care of the family member who died.
- c. Immediately upon return to duty, the Unit Member shall report the absence in accordance with established procedures.

8. Federal Family Medical Leave Act (FMLA) and California Family Rights Act (See Appendix H)

ARTICLE 10 (cont.)

9. Industrial Accident Or Illness Leave

a. Eligibility

Eligibility for this leave shall be determined as prescribed for Worker's Compensation.

b. Accrual and Non-Accumulation

- (1) Allowable leave for industrial accidents and illnesses shall be for a maximum of sixty (60) days in any one fiscal year for the same accident or illness.
- (2) Allowable leave for industrial accident or illness shall not be accumulated from year to year.

c. Administration

- (1) Industrial accident or illness leave shall commence on the first day of absence.
- (2) When a Unit Member 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 his/her temporary Workers' Compensation benefit, will result in payment to him/her of not more than his/her full salary.
- (3) 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.
- (4) When an industrial accident or illness leave overlaps into the next fiscal year, the Unit Member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- (4) If the Unit Member is not medically able to return to work upon termination of the sixty (60) days of industrial accident or illness leave, he/she shall be entitled to sick leave and to apply for General Leave. For the purpose of other leave entitlement, 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 Unit Member continues to receive temporary Workers' Compensation benefits, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary Workers' Compensation benefits, will result in a payment to him/her of not more than his/her full salary.

ARTICLE 10 (cont.)

- (6) During any paid leave of absence, the Unit Member shall endorse to the Employer the temporary Workers' Compensation checks received on account of his/her industrial accident or illness. The Employer shall issue the Unit Member appropriate salary warrants for payment of the Unit Member's salary and shall deduct normal retirement and other authorized contributions.
- (7) The Unit Member shall qualify for the provisions of this policy when he/she assumes a position with the Employer.
- (8) Any Unit Member receiving benefits as a result of this Section shall, during periods of injury or illness, remain within the State of California unless the Employer authorizes travel outside the State.
- (9) A Unit Member requesting or claiming leave of absence for an industrial accident or illness is required to provide a doctor's statement verifying that the Unit Member is unable to fulfill his/her regular duties because of the injury or illness.
- (10) A Unit Member returning to his/her position from an industrial accident or illness leave granted under the provisions of this Section, is required to submit a doctor's statement verifying that he/she is able to resume the responsibilities of his/her position.

10. Jury Duty

a. Entitlement

A Unit Member will be granted a paid leave of absence when he/she is called for jury duty. A copy of the court order shall be submitted as soon as the date of the appearance is known.

b. Administration

- (1) Unit Members granted such leaves of absence shall turn in to the Employer any amount received as a jury fee, less any amount paid for travel, meals, or lodging.
- (2) Immediately upon returning to duty, the Unit Member shall report the absence in accordance with established procedures.

ARTICLE 10 (cont.)

11. Association Leave

Association representatives shall have a total of thirteen (13) days of paid leave to utilize for local, state, or national conferences or meetings pertinent to Association affairs. The Association will cover the expense of substitute personnel, where needed, at the minimum rate for the Unit Member replaced.

12. Legislative Leave

a. Entitlement

A Unit Member 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. Notice of Return

The Unit Member on leave shall notify the Employer of his/her intended return no later than February 15 of the school year preceding such return.

13. Sabbatical Leave

a. General Sabbatical leave may be granted for a period of time not less than one-half (1/2) fiscal year nor more than one (1) fiscal year for the purpose of permitting study or travel by the Unit Member. Benefit to schools and pupils in programs operated by the CCCOE must be clearly defined/described in the applicant's proposal. Sabbatical Leave may be granted for the following purposes: A) professional study; B) independent study or research; or C) travel.

(1) **Professional Study:** The Unit Member shall pursue a full-time program of advanced graduate studies in an accredited institution of higher learning. The program must relate to the present or prospective service of the Unit Member to the Employer.

(2) **Independent Study or Research:** The Unit Member shall pursue a program of independent study or research relating to his/her present or prospective service. Such study must be under the guidance of a sponsor approved by the Employer. The program must be equivalent in effort and content to that indicated in Section 13. a. (1) above.

(3) **Travel:** Applicants who desire to travel as a condition (in total or part) of a sabbatical leave shall submit a detailed plan of the proposed travel, which must relate to the present or prospective service of the Unit Member.

ARTICLE 10 (cont.)

b. Eligibility for Sabbatical Leave

Any Unit Member is eligible to apply who has served the Employer for seven (7) consecutive years in a full-time capacity prior to the application, and who agrees to abide by all the conditions stipulated by the Employer. Seven additional years of full-time service following the return from sabbatical leave shall be required in order to establish eligibility for another sabbatical leave. Qualifying service shall be construed as seventy-five (75%) of the regular work year. A year in which the applicant has rendered some service but has failed to serve 75% of the regular work year shall not be counted as full-time service but shall not be counted as an interruption of the seven-year consecutive period.

c. Condition for Sabbatical Leave

- (1) Every Unit Member, as a condition to being granted a leave of absence, shall agree in writing to render a period of service to the Employer following his/her return from the leave of absence, which is equal to twice the period of the leave. The compensation due a Unit Member while on a leave of absence shall be paid in the same manner as if the Unit Member were working for the Employer, upon the furnishing by the Unit Member of a suitable bond indemnifying the Employer against loss in the event that the Unit Member fails to render the agreed-upon period of service following the return of the Unit Member from the leave of absence. The bond shall be exonerated in the event the failure of the Unit Member to return and render the agreed-upon period of service is caused by the death or physical or mental disability of the Unit Member.
- (2) If the Unit Member does not serve for the entire period of service agreed upon, the amount of compensation paid for the leave of absence shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time which was not served bears to the total amount of time agreed upon. In the event of default under the indemnity bond, the proceeds of the bond shall be divided between the Unit Member and the Employer in the same proportion as the actual amount of time served bears to the amount of time agreed upon.

d. Filing Report on Leave

Not later than the day on which he/she returns to active duty with the Employer, unless granted an extension by the Employer, the Unit Member who has taken sabbatical leave shall file with the Employer a detailed report giving evidence that the program of study and/or travel agreed upon has been carried out.

ARTICLE 10 (cont.)

e. **Rate of Pay**

The applicant who has been granted sabbatical leave and has complied with the provisions under which such leave was granted will receive fifty percent (50%) of his/her regular salary computed and paid on a monthly basis for the period of time for which the sabbatical leave was granted.

Sabbatical leave shall count toward retirement, and retirement and annuity contributions shall be deducted from warrants in the usual manner.

f. **Application for Sabbatical Leave**

- (1) All applications for sabbatical leave shall include a full statement of the purpose and plans for use of such leave. The application must be accompanied by a certificate of health, signed by a physician, indicating that the applicant is in satisfactory physical condition to undertake the study and/or travel proposed.
- (2) Application should be submitted through the Associate Superintendent/ Student Programs and Services to the Employer by March 1 prior to the school year leave is to be taken.
- (3) Applications will be screened by a Review Committee, as defined in Section 13.g. of this Article, appointed by the Employer. The Review Committee shall consider all applications in the light of, but not limited to:
 - Relative merits of reason for requesting leave
 - Reasonable distribution of applicants by employment areas and levels
 - Priority of application
 - Recent and number of applicant's previous leaves
 - Seniority
- (4) The Review Committee shall submit its recommendations for granting of sabbatical leave to the Employer. The recommendation(s) of the Review Committee shall be considered advisory.

g. **Review Committee**

The Review Committee shall consist of:

- The Associate Superintendent/Student Programs and Services, serving as Chair.
- A member of management staff, appointed by the Employer

• **ARTICLE 10 (cont.)**

- Three (3) Unit Members, appointed by the Employer in consultation with the Association.

h. **Injury or Illness**

In the case of injury to or illness of the Unit Member during leave, which prevent the completion of the leave, the sabbatical will be terminated and all provisions for sick leave will apply.

i. **Restrictions**

Not more than four (4) Unit Members shall be granted sabbatical leave during the same year.

14. **General Leave**

a. **Leave Authorization**

- (1) The Unit Member may be granted up to thirty (30) days unpaid leave at the discretion of the Associate Superintendent/Student Programs and Services.
- (1) Unpaid leave beyond thirty (30) days, or unpaid leave in such amounts as may be decided, may be granted at the discretion of the Employer.

b. **Usage**

- (1) Among other things, this leave could be used for recovery from illness or injury.
- (2) This leave is additional to any other leave provided by this Agreement.

ARTICLE 11

CLASS SIZE/ CASELOAD¹¹

1. Class Size and Caseload

- a. **Collaboration:** Every effort shall be made to work collaboratively to establish classes that take into consideration class sizes and caseloads, including handicapping conditions, that will maximize student achievement, enhance program quality and keep all Unit Members and students safe. *[Brought forward from Article 15 Section 7]*
- b. **Adjustments in Class Size and Caseload**
 - (1) Consideration shall be given to an adjustment in caseload and class size when the range and severity of handicapping conditions, age and behavioral variables, or other conditions interfere with effective classroom/caseload management.
 - (2) Any Unit Member who has reason to believe they needs class size or caseload relief, may transmit their reasons in writing to their immediate supervisor who will arrange for a review by the Unit Member, program supervisor and/or other knowledgeable staff deemed appropriate by the supervisor. If a mutually agreeable solution cannot be reached by the Unit Member and their immediate supervisor, the Unit Member may forward the concern to the appropriate program director for resolution.
 - (3) The immediate supervisor may also recommend that an appropriate IEP team consider alternate placement for one or more students.

2. DIS and DSS Assignments: No later than the end of the first full week of student instruction, Designated Instructional Service and District Specified Service Unit Members shall provide input to COE Management for the development of caseloads.

3. Protection of the Bargaining Unit: Non Unit Members shall not be used for ongoing student programs which are usually assigned to Unit Members.

ARTICLE 12
EVALUATION¹²

1. Evaluation Process

- A. Permanent Unit Members will be formally evaluated no less than once every other year, except as provided under Section 1.a. (1) of this Article. All other Unit Members will be formally evaluated no less than once every year. Part-Time Temporary Hourly Jail Education Unit Members will be evaluated during their first and second full years of employment and every two years thereafter. The Employer and the Association mutually agree that a variety of methods may be used to meet the requirements of Education Code 44662 (Stull Act). Whatever method is selected must be mutually agreed upon by the evaluatee and evaluator and must meet the requirements enumerated within Section c. below.
- (1) Effective November 15, 2005, by mutual agreement of the evaluator and the Unit Member to be evaluated, the Unit Member shall be evaluated at least once every five (5) years providing all of the following conditions apply:
- (a) The Unit Member has achieved permanent status.
 - (b) The Unit Member has been employed by the Contra Costa County Office for at least ten (10) years.
 - (c) The Unit Member's immediate prior evaluation was deemed satisfactory.
 - (d) In addition, if a Unit Member occupies a position required to be filled by a highly qualified professional by the federal **No Child Left Behind Act** of 2001 as defined in 20 U.S. Code §7801, the Unit Member must be highly qualified to be eligible for an every five year evaluation under this section.
 - (e) At anytime, the Unit Member or the evaluator may withdraw consent returning to the "at least every other year" cycle.
- B. With the concurrence of the supervisor, the training experience and philosophy of the teacher in charge of the classroom or program shall govern classroom/program functioning.
- C. Unit members shall be evaluated on the 2009 California Standards for the Teaching Profession (CSTP).

ARTICLE 12 (cont.)

- D. **Evaluator** - Each evaluation shall be conducted by the immediate supervisor, who shall be a Contra Costa County Office of Education employee.
- E. An initial conference between a Unit Member and their supervisor will be normally held within thirty-five (35) workdays following the commencement of the work year to discuss the Unit Member's duties and responsibilities. If they are unable to agree on development of the elements specified above, such disagreements shall be resolved by a conference with the Regional Director, or their designee. The decision of the Regional Director shall be given in writing no later than ten (10) days following the conference. Any objectives that are established shall relate to the evaluatee's duties and responsibilities.
- F. Each Evaluation Cycle will cover two Standards. After consultation, the unit member and the evaluator shall each select one standard. In addition, by mutual agreement, a third Standard may be selected. The evaluator and unit member shall agree on the third Standard selected.
- G. At any conference relative to the evaluation, the evaluatee may be accompanied, upon prior notice, by an Association representative who he/she selects. If the Association representative is a Unit Member of the County Office of Education, the evaluation conference shall be held at such time that will not incur additional expense to the Employer.
- H. Unit Members will be formally evaluated in accordance with provisions of existing law that provide a written copy of the final evaluation be provided to the Unit Member no later than thirty (30) days before the end of the school year.

2. Observations

- a. Each Unit Member's evaluation shall be based in part on no less than one observation of work performed lasting at least (30) minutes and shall be followed by an evaluation conference in which the evaluator and teacher shall review the observations and what is to be incorporated into the written evaluation.
- b. Such observation shall be arranged by the evaluator and the Unit Member at least two (2) days in advance of the observation unless the Unit Member waives such notice. Subsequent observation may be held without notice and for any period of time.
 - b. Any Unit Member who receives an overall negative evaluation prior to the final evaluation shall, upon request, be entitled to further observation. Additional observations may be conducted at the discretion of the evaluator.

ARTICLE 12 (cont.)

d. The evaluator shall take positive action to allow the Unit Member the opportunity to correct any cited deficiencies. Such action shall include specific recommendations for improvement and assistance in implementing such recommendations. The type of action taken shall be a matter of the judgment of the evaluator.

3. Evaluation by Non-Administrative Personnel

Unit Members shall not be required to participate in the evaluation and/or observation of other Unit Members, except for observations as authorized under the Peer Assistance and Review (PAR) Program.

4. Judgments Not Grievable

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

5. Signatures

All formal evaluation forms shall be signed by the evaluatee. With the exception of the initial objective statement, such signature does not constitute agreement with judgments made by the evaluator.

6. Unit Member Response

A Unit Member shall be given an opportunity to prepare written comment on an evaluation for that Unit Member. Such written comment shall be attached to the report and placed with it in the Unit Member's personnel file, as specified in the Agreement under Personnel Files.

7. Source of Material

Formal evaluation material placed in the Unit Member's personnel file shall be dated and identified as to source.

8. Professional Growth Options

A variety of methods may be used to meet the requirements of Education Code § 44662 - the Stull Act.

The method of evaluation selected must be mutually agreed upon by the evaluatee and the evaluator and must meet the requirements of Article 12, Evaluation.

ARTICLE 12 (cont.)

A Unit Member may terminate participation in an assessment program that is failing to meet expectations or disrupting the learning environment.

- a. **Portfolios** - Use of portfolios is a method, which may make the evaluation process more meaningful for some Unit Members. If portfolios are used, the following shall apply:
 - (1) If a portfolio and similar evidence of performance is to be used for formal written evaluation of a Unit Member, only material mutually agreed to by the Unit Member and immediate supervisor may be placed in the portfolio. The portfolio, in this case, must be kept in a place available only to the Unit Member and immediate supervisor. No other person may have access to this material without the written consent of the Unit Member. The Employer shall provide secure storage space for portfolios.
 - (2) Unit Member portfolios and other records of performance are to be used to improve pedagogical skills. They are the property of the teacher and the teacher maintains sole control of the materials contained in the portfolio.

- b. **Voluntary colleague assistance** may be helpful to some Unit Members as a means of professional growth and development. When Unit Members participate in voluntary colleague assistance, the following shall apply:
 - (1) The purpose of colleague assistance is to provide Unit Members the opportunity to assist each other, without administrative interference or expectation, in the improvement of pedagogical skills.
 - (2) Participation shall be on a voluntary basis between two or more Unit Members who have elected to participate together in colleague assistance. No administrator may interfere with or be involved in the process except as may be requested when all Unit Members involved approve.
 - (3) The Association shall approve all training for Unit Members participating in colleague assistance. Such training may be provided jointly by the Association and the Employer or may be provided by the Employer.
 - (4) During the evaluation cycle, Unit Members involved in colleague assistance shall establish parameters for their evaluations, which include such things as techniques to be used, areas to be evaluated, and a timeline for the accomplishment of evaluation of the process. Unit Members shall be provided reasonable release time to accomplish their colleague assistance.

ARTICLE 12 (cont.)

- (5) All material generated through the colleague assistance process is the property of the participating Unit Member. Such activities may not be used by the Employer for the purpose of administrative evaluations, transfers, disciplinary actions, or dismissal of Unit Members.
- (6) Unit Members who participate in colleague assistance may terminate the process at their discretion.

ARTICLE 13

PERSONNEL FILES¹³

1. Location

The personnel files shall be maintained in the Human Resources Department.

2. Access

Materials in personnel files of Unit Members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the Unit Members involved. Such review shall take place during normal business hours of the Contra Costa County Office of Education. If work schedule prevents review during normal business hours, a Unit Member may be released from duty without salary reduction. The following materials are not subject to review:

- a) Obtained prior to the employment of the Unit Member involved.
- b) Prepared by identifiable examination committee members.
- c) Obtained in connection with a promotional examination.

Every Unit Member shall have the right to inspect such materials on request.

INFORMATION OF A DEROGATORY NATURE SHALL NOT BE ENTERED OR FILED UNLESS AND UNTIL THE UNIT MEMBER IS GIVEN NOTICE AND AN OPPORTUNITY TO REVIEW AND COMMENT THEREON. A Unit Member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon.

3. Authorization

Upon written authorization by the Unit Member, a representative of the Association shall be permitted to examine, and/or obtain copies of materials in such Unit Member's personnel file. Such reviews shall be made in the main Human Resources Department subject to the presence of a member of the staff or designee.

ARTICLE 14

TRANSFER ¹⁴

1. **Definitions**

- a. A “vacancy” exists when a Change Request Form (CRF) has been completed and sent to the Human Resources Office of the Contra Costa County Office of Education (CCCOE) requesting the position be posted.
- b. A “transfer” is the voluntary or involuntary lateral movement of a Unit Member from one site to another or from one program to another to a vacant position.
- c. “Transfer” shall include movement between teacher, teacher-in-charge, and teacher-on-special assignment levels.

2. **Voluntary Transfers**

- a. All vacant positions in the Bargaining Unit shall be posted for five (5) workdays.
- b. Notices of transfer opportunities shall be posted by title; on Ed-Join, on the CCCOE web site; at the West County Detention Center facility, the Stewart Center, Student Programs and Services Regional Offices, and distributed to Unit Members upon request. On CCCOE’s Staff Development Day, Unit Members shall receive a listing of all posting locations. Knowledge of transfers shall be the responsibility of the Unit Member either by inquiry concerning the posted transfer opportunities or by the provision of Section 2.c. of this Article.
- c. Unit Members seeking to transfer from their present assignment shall complete a “Request for Transfer” form and file it with the Human Resources Office. A Unit Member may request a transfer to take effect either during the school year or at the beginning of the next school year. The request may be as specific or as broad as the Unit Member desires to make it. Unit Members whose requests for transfer have not been granted and who wish to continue to seek a transfer shall file another form at the beginning of each school year. A Unit Member may submit a request for transfer at any time, whether or not a vacancy exists. A Unit Member may also submit a request for a transfer subsequent to the posting procedure of this Article.
- d. Five (5) workdays after the posting of any transfer opportunity, all on-file and newly completed “Request for Transfer” forms received by the Human Resources Office shall be considered. Applications resulting in transfer offers may be rejected at the option of the Unit Member.

ARTICLE 14 (cont.)

- e. A “Request for Transfer” shall be considered on the basis of program needs, qualifications, proximity of the applicant’s residence to the work site, and seniority. Consideration of program needs will be on a basis that is not arbitrary or capricious.
- f. A Unit Member who requests a transfer, which is not granted, will be provided the specific reasons for rejection, upon request.
- g. Notices of transfer opportunities shall be sent to the Association. When requested by the Association, notices of transfer opportunities will be sent by certified mail.
- h. During the posting periods, the transfer opportunities and vacancies will not be permanently filled.
- i. Unit Members may request lateral movement between two positions for which they are appropriately credentialed and qualified. Such lateral transfer must be approved by the two respective program administrators. The two program administrators shall not unreasonably withhold their consent.

3. **Involuntary Transfers**

- a. A Unit Member may be involuntarily transferred because of program needs. Program needs shall be defined as:

- Surplus staff, declining student enrollment and school closure
- Assigned to a position without the appropriate credential
- Program Reorganization
- Experience and training in specific program or student population

Involuntary transfers may be affected without reference to the voluntary transfer procedure. However, unless a program is being eliminated in its entirety, involuntary transfer shall not occur thirty (30) days after the commencement of the unit member’s school year.

- b. Prior to affecting an involuntary transfer, the employer shall have a conference with the Unit Member and/or contact the Unit Member by certified mail. The unit member shall be given a list of available and open positions specified by the CCCOE. The unit member shall select from this list.
- c. Upon request, the Employer will provide the Unit Member with a statement of the reasons for transfer under this Section. No Unit Member shall be transferred arbitrarily or capriciously.

ARTICLE 14 (cont.)

- d. The unit member shall be given five (5) workdays notice prior to a transfer.
- e. When possible, the Unit Member shall be given five (5) workdays' notice prior to a transfer. In the event of an involuntary transfer to a new program during the regular school year, the Unit Member shall be given two (2) days of preparation time without student responsibilities. One (1) day of preparation time shall be provided when the Unit Member's transfer is to a previously existing program and is made during the regular school year.

4. **Transfers for Just Cause**

Transfers initiated for reasons other than program needs or surplus staff shall be initiated only for just cause. A notice of the specific reasons constituting just cause shall be given the Unit Member. At the Unit Member's request, the grievance procedure (if used) shall begin at Level 3.

5. **Curriculum Change**

If a Unit Member's assignment is changed during the school year in a way that results in more than a 50% change in the curriculum being taught, then (2) days of preparation time without student responsibilities shall be given. Curriculum includes, but is not limited to, subjects taught or Individual Educational Programs (IEPs).

6. **Teacher-on-Special Assignment Transfer**

A Unit Member who transfers to a teacher-on-special assignment position will have the right to bump back to his/her prior position.

ARTICLE 15

SAFETY¹⁵

1. The Employer shall be responsible for the collection and distribution of safety rules, and for maintaining safe conditions in and around the facilities operated by the CCCOE.
2. Unit Members shall not be required to work under conditions, which are unsafe or unsanitary, or to perform tasks, which endanger their health, safety or well-being, or that of their students. If the Unit Member believes that an unsafe working condition exists, he/she shall immediately report the condition to his/her immediate supervisor. The immediate supervisor shall respond to the Unit Member and indicate the action to be taken within five (5) workdays. If the situation has not been resolved within a reasonable period of time, the Unit Member may submit such alleged unsafe condition in writing to the Human Resources Office. The Human Resources Office shall respond in writing within five (5) workdays as to the action to be taken.
3. Unit Members shall report immediately to their supervisors any assault or threat upon their person or property which arises out of their employment. The supervisor and Unit Member shall immediately report the matter to the appropriate law enforcement agency. (Ed. Code §44014 & Penal Code 241.6)
4. A unit member who is physically harmed by an assault or an attack and who so requests shall be immediately released from duty for the remainder of the day of the assault or attack. When a unit member is verbally threatened, the unit member shall report the threat to the site administrator. If the unit member requests release for the remainder of the day due to a verbal threat, the site administrator shall determine if release shall be granted for the reported verbal threat. These release days shall not be charged against any of the unit member's accrued or accumulated leaves specified in Article 10 Leaves.
5. The Employer acknowledges that a Unit Member may need to exercise physical restraint upon a student when the action concerns the protection of persons and property. Unit members shall be trained in and make every reasonable effort to utilize a program, whenever possible and appropriate, (example CPI) that teaches appropriate physical intervention and de-escalation techniques.
6. A Unit Member shall not be required to dispense, administer, or supervise the taking of any medication by a student or perform any medical procedure other than an emergency procedure without a parent's or guardian's written permission, accompanied by the doctor's written authorization and instructions. Appropriate in-service training will be provided to Unit Members prior to or upon student enrollment.
7. Unit Members will not be required to enter or to provide service within a classroom, which is determined to be unsafe and is closed to the host district personnel.

ARTICLE 15 (cont.)

8. Every effort shall be made to work collaboratively to establish classes that take into consideration class sizes/ caseloads (including handicapping conditions) that will maximize student achievement, enhance program quality and keep all Unit Members and students safe.
9. CCCSEA may appoint three unit members to the CCCOE Safety Committee. Unit members may bring up topics that may not be pertinent to CCCSIG and the topics shall be addressed.

ARTICLE 16

BENEFITS¹⁶

1. General Health Benefit Provisions

- a. Effective July 1, 2002, medical benefits shall be offered through CalPERS Health.
- b. The Employer shall pay up to eight percent (8%) of future premium increases for medical and dental plans.
- c. Each Unit Member shall pay through payroll deduction any premium cost in excess of the Employer's contribution, as outlined in Sections 2 and 3 below. Each Unit Member may select from among the plans made available by the Employer and the Association.
- d. Unit Members who are employed for a full work year shall be entitled to twelve (12) months of health benefits. Unit Members who work greater than fifty percent (50%) of the work year shall be entitled to a proportional number of months of health benefits, rounded up.

2. Medical Insurance

Pursuant to section 1(b) above, the Employer shall pay up to eight (8) percent of future premium increases for medical and dental plans.

3. Dental Insurance:

Pursuant to section 1(b) above, the Employer shall pay up to eight (8) percent of future premium increases for medical and dental plans.

4. Vision Insurance: Effective January 1, 2007, the Employer shall pay the full cost of premium of each bargaining unit member enrolled in the VSP plan.

5. Salary Protection Plan: On behalf of all Unit Members, the Employer shall pay premiums for a salary protection plan.

6. In Lieu of Benefits

If the Unit Member is not required to have medical and dental coverage costing \$160.00, then the difference between that amount and the cost of the required coverage may be used to purchase other approved insurance programs through the IRS Section 125 Plan, or be paid to the Unit Member in cash. Such cash shall be treated as earned income and, therefore, taxed. However, each Unit Member is required to first use that portion of these funds necessary to provide such medical and dental coverage for himself/herself, and his/her dependents, or provide written documentation to assure that the Unit Member and all eligible

ARTICLE 16 (cont.)

dependents have such equivalent coverage provided from outside sources. Such coverages, when required, will be purchased through the IRS Section 125 Plan. Whenever the outside equivalent coverage is terminated for whatever reason, immediate notification is to be provided by the Unit Member to the County Office of Education, and enrollment in the Employer-sponsored health and dental program is to occur.

7. Retirement Benefits

The Employer will provide a health, dental, and vision insurance plans for the eligible retiree only. To qualify for this benefit, the following criteria apply:

a. Employees hired prior to July 1, 2008:

- (1) Unit Member is age fifty-five (55) or more at the time of retirement;
 - a. Unit Member has been in paid status in the employment of the Contra Costa County Office of Education for the five (5) years immediately preceding retirement date; and *(See sections d., e., and f. below)*

b. Employees hired July 1, 2008 or later:

- (1) Unit Member is age fifty-five (55) or more at the time of retirement;
- (2) Unit Member has been in paid status in the employment of the Contra Costa County Office of Education for the ten (10) years immediately preceding retirement date; and *(See sections d., e. and f. below)*

c. Employees hired July 1, 2008, or later:

- (1) Unit Member is age sixty (60) or more at the time of retirement;
 - (2) Unit Member has been in paid status in the employment of the Contra Cost County Office of Education for the five (5) years immediately preceding retirement date; and *(See sections d., e. and f. below)*
- d.** Unit Member must be enrolled in health, dental, and vision plans prior to the date of retirement. Retirement is not a qualifying event, therefore, enrollment must take place during the Open Enrollment period the year prior to retirement.

ARTICLE 16 (cont.)

- e. The payment of such premiums shall continue until age sixty-five (65), with the Employer paying up to the maximum single-party Kaiser HMO or single party Blue Shield HMO as established under CalPERS.
- f. The health benefits premium payments received by retirees, including those residing outside the area, shall not exceed the Contra Costa County CalPERS Regional rate.

8. IRC 125 Plan

The Employer and designated Representatives of the Certificated Unit agree to work together to put in place an IRC 125 Plan. The parties will work in conjunction with an outside consultant as appropriate and in keeping with legal requirements. Any change in the existing carrier shall be by mutual agreement of the Employer and the Association.

- 9. Benefits for Part-Time Temporary Hourly Jail Education Unit Members as described in Section 8 of Article 27.

ARTICLE 17

SALARIES¹⁷

1. Adjustment to Salary Schedule

The following salary adjustments shall be made for all Unit Members in paid status as of the date of ratification of this 2010-13 negotiated Agreement as follows:

- a. 2010-2011 School Year: Unit Members shall receive a one-time, off the salary schedule bonus equal to two percent (2%) of their base salary (plus longevity) set forth on 2010-2011 salary schedule, such amount to be prorated per FTE for Unit Members who work less than the full academic year or are less than 1.0 FTE.
- b. 2011-12 School Year: All schedules and rates (Section 7 – Graduate Degree Recognition and Section 8 – Longevity shall be increased by one percent (1%) effective July 1, 2011.
- c. 2012-13 School Year: All schedules and rates (Section 7 – Graduate Degree Recognition and Section 8 – Longevity) shall be increased by two percent (2%) effective January 1, 2013.
- d. Increases for 2010-2011 and 2011-2012 school years shall be paid on a separate pay warrant within 45 days of ratification of this Agreement. Increases for 2012-2013 School Year shall be included on regular pay warrant within 45 days of ratification of this Agreement.
- e. **For the 2013-14 school year, all bargaining unit salary schedules shall be increased by 3% effective July 1, 2013. After the 3% has been added to the salary schedules, Longevity increase shall be equal to the average difference of step 4 to 12 of Column 7, pursuant to all salary schedule appendices.**
- f. Salary compensation will be at a Unit Member's per diem rate where employment in a certificated assignment continues beyond the basic work year of 180 days. The per diem rate will apply up to a maximum of thirty-eight (38) days beyond the basic work year of 180 days. It is recognized that Special Education assignments beyond the basic work year should reflect the regular school year schedule but, except for the DCH program, may be reduced proportionately. Where such assignment is less than a regular full workday, the Employer will meet and consult with the Association prior to effecting assignments less than a regular full workday. Salary compensation will be a prorated amount of the per diem rate for proportionately reduced
- g.

ARTICLE 17 (cont.)

assignments. Preference will be given Unit Members for assignments beyond the basic work year.

2. New Section: Base Salary

A unit member's base salary shall be defined as the unit member's current column and step or longevity placement.

Stipend Positions

Effective July 1, 2013 Resource Specialist will receive an additional 10% of base **(defined as 2 above)** salary.

Effective July 1, 2013 Teachers on Special Assignment and Lead Teachers will receive an additional 10% of base (defined as 2 above) salary.

3. Movement on Salary Schedule

- a. Step movement on the salary schedule is effective on July 1 of each year.
- b. For each 15 units of approved credit obtained after initial placement, Unit Members will move across the schedule in the standard manner.
- c. Approval of Professional Credit Form and transcripts of records shall be submitted to the Associate Superintendent/Human Resources no later than September 30 each year to be made retroactive to July 1 for evaluation of the Unit Member and his/her placement on the schedule.
- d. In order that there shall not be a conflict in approval of college work, approval from the Assistant Superintendent/Human Resources shall be secured prior to the enrollment in said classes.
- e. Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3).
- f. One Continuing Education Unit (CEU) is equivalent to 10 hours.
- g. Fifteen (15) hours of approved active in-service committee meetings or workshop attendance outside of school hours shall be required for one (1) unit of professional growth credit, which is equivalent to one (1) semester unit. Meetings or workshops, which are approved for this purpose, shall be specified as such in the offering for the course.

ARTICLE 17 (cont.)

4. Salary Payment

- a. Salary warrants shall be available on the issue date pursuant to I.R.S. rules.
- b. Salary payment for services in addition to the Unit Member's regular assignment performed prior to the 16th of the month shall be made not later than the 10th of the following month.
- c. Unit Member, upon selection of a method of payment, may be paid in 10, 11 or 12 month increments. A Unit Member's method of payment may not be changed except upon receipt by the Human Resources Department of a signed Method of Payment Form. Method of payment options may be discussed with a representative of the Human Resources Department.

5. Column Placement Requirements

Column I - Bachelor's Degree or a full-time preliminary designated subjects credential

Column II - Bachelor's Degree plus 15 semester units or a full-time clear designated subjects credential

Column III - Bachelor's Degree plus 30 semester units or (ROP and Adult Jail Education Teachers only) a full-time preliminary designated subjects credential

Column IV - Bachelor's Degree plus 45 semester units or (ROP and Adult Jail Education Teachers only) a full-time clear designated subjects credential

Column V - Bachelor's Degree plus 60 semester units

Column VI - Bachelor's Degree plus 75 semester units

Column VII - Bachelor's Degree plus 90 semester units

6. Salary Step Placement

Upon initial hire, credit for previous experience may be granted up to the top step of the appropriate column for:

- a. Credentialed school experience under a California credential on a year-to-year basis provided that the Unit Member is in a paid status for 75% of the regular school year.

ARTICLE 17 (cont.)

- b. Prior experience as a teacher other than under a California credential will be evaluated and, if found satisfactory, step placement may be granted on the basis of each year of successful experience.
- c. Work experience directly related to the assignment may be granted on the basis of a maximum one (1) year step placement credit for each two (2) years of experience.

7. Stipend Positions

- a. Resource Specialists will receive an additional 10%.
- b. Teachers-on-Special Assignment and Lead Teachers will receive an additional 10%.

8. Graduate Degree Recognition

Unit Members shall receive an additional \$600 per annum upon presentation of a Master’s Degree. Effective July 1, 2008, the Master’s Degree stipend shall be increased by 20% per annum for five (5) years. Effective July 1, 2013, and thereafter, the Master’s Degree stipend shall increase by the same percentage adjustment as agreed to on the Certificated Salary Schedule (RCA). The stipend for a Doctorate Degree shall remain \$300 more than the Master’s Degree stipend. For Unit Members working part-time, these stipends shall be prorated. (See table below):

| School Year | Stipend Effective Date | Master’s Degree Stipend | Doctorate Degree Stipend |
|--------------------|-------------------------------|---|---------------------------------|
| 2008-2009 | July 1, 2008 | \$720.00 | \$1,020.00 |
| 2009-2010 | July 1, 2009 | \$864.00 | \$1,164.00 |
| 2010-2011 | July 1, 2010 | \$1,036.80 | \$1,336.80 |
| 2011-2012 | July 1, 2011 | \$1,256.60 | \$1,559.60 |
| 2012-2013 | January 1, 2013 | \$1,538.08 | \$1,838.08 |
| 2013-2014 | July 1, 2013 | Increased by the same percentage adjustment as agreed to on the Certificated Salary Schedule (RCA). | |

9. Longevity

Effective July 1, 2012, Unit Members shall have five (5) increments for longevity service with the Employer at the completion of fourteen (14), nineteen (19), twenty-four (24), twenty-nine (29), and thirty-four (34) years of service. Longevity eligibility dates shall remain the same as effective July 1, 2007.

Effective July 1, 2007, the following table shall be used to determine the effective longevity eligibility date:

ARTICLE 17 (cont.)

| Hire Day (First Day of Paid Service) | Longevity Eligibility Date |
|---|-----------------------------------|
| Between July 1 st and September 30 th | July 1 st |
| Between October 1 st and December 30 th | October 1 st |
| Between January 1 st and March 31 st | January 1 st |
| Between April 1 st and June 30 th | April 1 st |

NOTE:

An approved unpaid leave of absence may affect your longevity eligibility.
(Example: If a Unit Member was hired on September 1, 1992, his/her first longevity eligibility date would be July 1, 2007. After six (6) months on approved leave of absence, his or her longevity eligibility date would change from July 1, 2007 to January 1, 2008.

Beginning on July 1, 2014 unit members shall have longevity increments at the beginning of the following years of service with CCCOE:

At the beginning of 14 YR CCCOE Longevity

At the beginning of 17 YR CCCOE Longevity

At the beginning of 20 YR CCCOE Longevity

At the beginning of 23 YR CCCOE Longevity

At the beginning of 26 YR CCCOE Longevity
(26 Years will reflect the current highest salary amount)

10. Salary for Part-Time Temporary Hourly Jail Education Unit Members is described in Section 9 of Article 27.

ARTICLE 18

AUTHORIZED REIMBURSEMENTS¹⁸

1. Mileage Reimbursement

Schedules of Unit Members assigned to more than one (1) location shall be developed in consultation with the Unit Member involved to minimize the amount of travel. Unit Members who are required to use their automobiles in performance of their duties shall request reimbursement monthly for all travel at the established IRS mileage allowance rate. IRS rates will be posted within 30 days of receipt by the Employer.

2. Property Loss

- a. Subject to the limit specified in Section 2.c. of this Article, Unit Members shall be reimbursed for the repair or replacement of any personal property of the Unit Member stolen, damaged, or destroyed while the Unit Member was on duty, unless such damage or theft is due to negligence by the Unit Member.
- b. Reimbursement shall not exceed the deductible amount of the Unit Member's own automobile coverage for damage to vehicle as well as contents.
- c. The amount of reimbursement to the Unit Member by the Employer shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.

3. Equipment Loss

- a. Unit Members shall be reimbursed for theft, destruction, or damage by arson, burglary, or vandalism of property required or approved by the immediate supervisor in the performance of assigned job duties. Reimbursement shall be made only when 1) written approval for use of the personal property was given before the property was brought to the work site, and 2) the value of the property was agreed upon by the owner or owners bringing the property, and the site administrator at the time the approval for its use was given.
- b. The amount of reimbursement to the Unit Member by the Employer shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident. In the event the loss exceeds \$500.00, the Employer may allow additional reimbursement.

4. Reimbursement Process for Property/Equipment Loss

These reimbursements are processed through the CCCOE Business Office.

ARTICLE 19

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT¹⁹

1. Unit Members may request in writing to their immediate supervisor, with copies to Human Resources, to work part-time with full retirement credit subject to the terms and conditions of this Article. Once approved, the option of part-time employment for full retirement credit may only be revoked with the mutual consent of the Employer and the Unit Member. It is understood that granting the request shall be subject to the following provisions:
 - a. A contract will be drawn defining the terms and conditions of part-time employment. Individual contracts will be agreed to between the Employer and the Unit Member, which shall remain in effect until changed by mutual agreement.
 - b. To be eligible, the Unit Member shall have had a minimum of ten (10) years of employment in the County Office of Education, the most recent five (5) years of which must be on a full-time basis, and the member shall have reached the age of fifty-five (55) years prior to reduction in workload.
 - c. Eligibility shall be limited to those having a salary range equal to or less than that of the highest paid school principal.
 - d. The minimum of the equivalent of half-time service may be exceeded upon the mutual consent of the Employer and the Unit Member.
 - e. Unit Members shall receive retirement credit and fringe benefits as if they were employed full-time. Both the Employer and the Unit Member shall make contributions to the retirement system as if the service were full-time.
 - h. In the event that unforeseen circumstances cause the completion of the part-time contract to place a hardship upon the Unit Member, and if the Employer concurs that a hardship exists, the Unit Member may, before May 1 of a school year, request return to full-time status. Restoration of such status shall be contingent upon the existence of a vacancy for which the Unit Member is qualified.
 - i. The agreement shall be submitted to STRS for approval as soon as completed.
 - j. Unit Members' salary under the agreements in Section 1(a) of this Article shall bear the same ratio to full-time salary as their working hours bear to the hours worked by full-time Unit Members at their particular level.
 - k. This Article does not apply to Part-Time Temporary Jail Education Unit Members.

ARTICLE 20

VOLUNTARY REDUCTION OF EMPLOYMENT TIME/JOB SHARING²⁰

1. All arrangements for voluntary reduction of employment time, whether individually or paired with another Unit Member, shall be subject to the approval of the Employer. Entry into the program shall be voluntary and at the request of the Unit Member.
2. If a Unit Member elects to return to full-time employment, said Unit Member shall be provided the first full-time position available for which he/she is qualified. Part-time Unit Members shall maintain their positions of seniority and other rights and privileges according to this Agreement and law, and shall progress on the salary schedule as full-time Unit Members. Contributions by the Employer to STRS and to fringe benefits shall be proportionate to the time served and the salary earned.
3. The interested Unit Members shall develop a written proposal which shall conform to the provisions of this Section and include duties to be performed, days and times of service, compensation and plan of payment, and other pertinent information.
4. New part-time positions shall be opened to present Unit Members. Individuals may apply for these positions. The County Office of Education shall assist in arranging either type of less than full-time service.
5. This Article does not apply to Part-Time Temporary Hourly Jail Education Unit Members.

ARTICLE 21

MODIFIED WORK YEAR SCHEDULE²¹

1. Unit Member Work Year

The basic work year (see Article 3, Section 6 for definition) shall be 180 (185) days for all Unit Members and shall begin on July 1 and end on June 30 of each year.

2. Exchange Days Between Participating Unit Members

Unit Members, at any time they are scheduled to work, may voluntarily exchange up to ten (10) days with a Unit Member who is not scheduled to be working, without loss of pay, benefits, or sick leave. Unit Members shall notify the administrator(s) at least forty-eight (48) hours in advance as to who will be replacing the Unit Member, the length of the exchange, and the dates the Unit Member will pay back the exchange. Payback dates may be amended by mutual agreement of the involved Unit Members, provided that a minimum of forty-eight (48) hours' notice prior to the original pay- back date is given to the site administrator(s).

It is agreed that a mutually developed form shall be used for notification of utilization of exchange days. The form shall include signatures of the Unit Members involved and the administrator(s). Exchange days shall be agreed to unless it is shown that one of the Unit Members involved does not have the proper credential for the program.

Unit Members shall have the responsibility for arranging the exchanges with other Unit Members. Payback of the exchange is the responsibility of the Unit Members. Once the agreement has been made, the replacement Unit Member will be charged a sick day if he/she is unable to work on the day of exchange. The replacement Unit Member will be held responsible for the duties of the original Unit Member. Exchange days must be repaid within the same school calendar year. Exchange days may not be carried over into the next school year.

3. Support Staff Base Work Year

Modified year calendar DIS/Itinerant staff shall select a traditional or modified calendar. This calendar shall not include intersession or extended year assignments.

No later than thirty (30) days from the beginning of the specialist's work year, a mutually agreeable work calendar shall be established through consultation between the specialist and his/her immediate supervisor.

ARTICLE 21 (cont.)

Caseloads shall not be increased as a result of the modified year calendar.

4. **Job Announcements** - Postings shall be mailed by the Human Resources Department to those Unit Members who have requested such announcements in writing, during off-track periods.

5. **Extended Year Work Opportunities**

Unit Members shall have the first opportunity to continue in their regular assignment during extended year assignments when the program is continuing.

Regular Unit Members of the Contra Costa County Office of Education shall have the opportunity to work in extended year assignments before such assignments are offered to outside staff.

6. **Transfers Related to Modified Work Year Schedule**

Whenever a Certificated Unit Member considers transferring from one assignment to another assignment that is governed by a different work year calendar, the Unit Member and appropriate administrator(s) shall meet to review the calendars to ensure the Unit Member will be able to complete the basic work year of 180 (185) days.

Should the Unit Member and/or program administrator(s) need assistance in resolving any discrepancies, they may seek assistance from the Association and/or the Human Resources Department.

If the Unit Member voluntarily agrees to accept a reduction in basic work year, he/she shall be informed in writing of the impact, if any, on retirement, benefits, and accruals, and shall sign off on a designated line on the Personnel Action form indicating agreement.

7. **Substituting on Unassigned Days**

Regular Contra Costa County Office of Education Certificated Unit Members who are available to substitute on a day when they are unassigned, shall be compensated at the highest (second) step for substitute compensation.

8. This Article does not apply to Part-Time Temporary Hourly Jail Education Unit Members. **See Article 27.**

ARTICLE 22

PEER ASSISTANCE AND REVIEW (PAR) PROGRAM²²

1. General

The Contra Costa County Schools Education Association/CTA/NEA and the Contra Costa County Office of Education are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of this program to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

2. Joint Committee (JC)

- a. The Joint Committee shall consist of three (3) members, the majority of whom shall be members of the Certificated Bargaining Unit. Said members may be nominated by Region and Department Leadership/Quality Committees or any qualified member of the Bargaining Unit and shall be appointed by the Association as required in the Association bylaws and state law. The Employer shall select the administrator to serve on the Joint Committee. The Human Resources Department will provide technical support to the Joint Committee.
- b. Association Joint Committee members shall be credentialed Unit Members with permanent status and at least three consecutive years of employment with the Contra Costa County Office of Education.
- c. Joint Committee members shall have substantial recent experience in classroom instruction.
- d. The length of service for Joint Committee members will be staggered with a minimum term of two years. Appointing authority will establish initial and continuing terms of appointment.
- e. The Joint Committee shall establish its own meeting schedule. To meet, three (3) members of the Joint Committee must be present. Such meetings shall normally take place outside the regular workday. Certificated staff members who are members of the Joint Committee shall be released from their regular duties to conduct observations and attend trainings, without loss of pay or benefits. Association members of the Joint Committee will be paid an annual stipend of \$1,500.
- f. The Joint Committee shall be responsible for the following:

ARTICLE 22 (cont.)

- (1) Provide annual training for the Joint Committee members.
- (2) Establishing its own rules of procedure, including the method for selection of a Chairperson.
- (3) Selecting the panel of Consulting Teachers.
- (4) Selecting trainers and/or training providers.
- (5) Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
- (6) Sending written notification of participation in the PAR program to the Referred and Voluntary Participating Teacher, the Consulting Teacher, and the site principal.
- (7) Making available a select panel of Consulting Teachers from which the Participating Teachers may indicate a preference of a Consulting Teacher. Joint Committee will make any necessary changes in assignment.
- (8) Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the negotiated Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
- (9) Distributing, at the beginning of each school year, a copy of the adopted Rules and Procedures to all Bargaining Unit Members and administrators.
- (10) Establishing a procedure for application as a Consulting Teacher that includes a written application, classroom observations, and references.
- (11) Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
- (12) Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Employer or designee regarding the Referred Participating Teacher's progress in the PAR Program.
- (13) Evaluating annually the impact of the PAR program in order to improve the program.

ARTICLE 22 (cont.)

- g. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee members and Consulting Teachers may disclose such information only as necessary for the administration of this Article.

3. Participating Teachers (PT)

- a. The number of Participating Teachers, both Referred and Voluntary Permanent Teachers shall not exceed twenty (20) participants at any one time. If there are not twenty (20) Referred or Voluntary Permanent Teacher Participants, teachers in other categories, such as probationary teachers, may elect to participate, up to but not exceeding a total of twenty (20) at any one time. For the purpose of this Article, Classroom Teacher definition includes Certificated Classroom Teachers, APE Specialists, and Speech Therapists.
 - (1) A Referred Participating Teacher is a Unit Member who receives assistance to improve his or her 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. An unsatisfactory evaluation will occur when a teacher receives an improvement plan attached to his or her evaluation form. All teachers referred to this program involuntarily may not be eligible for voluntary transfer while they remain in the program. Participation begins in the school year following the year in which an unsatisfactory is given. The Joint Committee will determine the length of participation based on Consulting Teachers' reports. Referred Participating Teachers will be provided with a list of available Consulting Teachers. They will indicate their preference as to who will be assigned as their Consulting Teacher. Assignment of a Consulting Teacher will be made by the Joint Committee based upon stated preference, identified need, and expertise available.
 - (2) A Volunteer Participating Teacher is a Unit Member who volunteers to participate in the PAR Program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only. The Volunteer may select the Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.
- b. All communication between 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 Joint Committee.

ARTICLE 22 (cont.)

- c. The Participating Teacher has the right to be represented throughout these procedures by an Association representative.

4. Consulting Teachers (CT)

- a. A Consulting Teacher is a Unit Member who provides assistance to a Participating Teacher pursuant to the PAR Program. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 - (1) A credentialed classroom Unit Member with permanent status and at least three consecutive years of employment with the Contra Costa County Office of Education.
 - (2) Shall have substantial recent experience in classroom instruction.
 - (3) Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In filling a position of Consulting Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
 - A reference from a Principal, Program Administrator, or Vice Principal.
 - A reference from two Unit Members as defined in Section above.
 - All applications and references shall be treated with confidentiality.
- c. Consulting Teachers shall be selected by a majority vote of the Joint Committee following classroom observations by members of the Joint Committee.
- d. A Consulting Teacher shall be provided release time as needed to work with participating Unit Members. The terms of the Consulting Teachers will be staggered with a minimum of two years of service. The Joint Committee will establish initial and continuing terms of appointment. A Unit Member may not be appointed to an administrative position in the Agency while serving as a Consulting Teacher.

- e. Functions performed pursuant to this Article by Consulting Teachers shall not constitute either management or supervisory functions. The Consulting

ARTICLE 22 (cont.)

Teacher shall continue all rights of Bargaining Unit Members. In addition to his/her regular annual salary and all other benefits by this contract, Consulting Teachers shall be compensated with a stipend of \$4,000 per academic year for all work beyond the regular workday. Stipends shall be reduced in a prorata fashion for service of less than an academic year.

- f. Consulting Teachers shall have the responsibility for no more than two Participating Teachers at a time. 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. In addition, the Joint Committee will assign In-Service Training Design and Implementation to Consulting Teachers in an equitable fashion.
- g. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program to review the improvement plan, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- h. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-observation conferences.
- i. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
- j. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the Joint Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Joint Committee shall address the recommendations of the Consulting Teacher. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by an Association representative.

ARTICLE 22 (cont.)

- k. The written report of the Referred Participating Teacher's participation in the PAR Program shall not be made available for placement in his or her personnel file, and may not be used in the evaluation of the Referred Participating Teacher.

5. Indemnification

The Contra Costa County Office of Education shall hold harmless, defend and indemnify Consulting Teachers and Joint Committee Panel Members against claims arising out of their good faith and professional performance of duties under this Article. Consulting Teachers and Joint Committee Panel Members who act pursuant to this program shall have the same protection from liability and access to an appropriate defense as other public school Unit Members pursuant to Division 3.6 (commencing with §810) of Title 1 of the Government Code.

6. Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, Joint Committee Members and Consulting Teachers may disclose such information only as necessary for the administration of this Article.

ARTICLE 23

MISCELLANEOUS PROVISIONS²³

1. This Agreement shall supersede any rules, regulations or practices of the Employer, which are contrary to or inconsistent with its terms.
2. A Unit Member's notification to the Employer that he/she intends to resign shall remain revocable for a period of two (2) working days.
3. The Employer shall make a contract available and distribute to each Unit Member and shall provide twenty-five (25) copies of the contract to the Association.

ARTICLE 24

PUBLIC CHARGES²⁴

1. When an administrator receives a **formal written** complaint against a Unit Member, the affected Unit Member is to be informed of specific complaint/complaints in writing within (5) workdays.
2. If the Unit Member requests, an effort will be made to provide a meeting with the complainant and/or administrator and a conferee of the Unit Member's choice.
3. Prior to taking any action, an administrator shall meet with the affected Unit Member for the purpose of discussing a complaint serious enough to warrant any action. All complaints shall be in writing.
4. Following an internal inquiry of a complaint, material may be entered into a unit member's personnel file, and shall be processed in accordance with Article 13, Personnel Files.
5. Once job-related charges have been referred to an outside agency by the Employer for investigation, Section 1 thru 3 above shall not apply.
6. The process set forth in this Article shall be conducted in a confidential manner restricted to the involved parties.

ARTICLE 25

SAVINGS CLAUSE²⁵

1. If any provision of this Agreement or any application of the Agreement to any Unit Member or group of Unit Members shall be found contrary to law by a court of last resort, or a court of competent jurisdiction from which final judgment or decree no appeal has been taken within the time provided for doing so, or to any regulation of the State Board of Education, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect. It is mutually agreed that upon such invalidation, the parties will meet and negotiate with reference to the provision or application thus invalidated.

ARTICLE 26

EFFECT OF AGREEMENT²⁶

1. The Employer and the Association mutually agree that the items and conditions set forth in the provisions of this Agreement represent the full and complete understanding and commitment between the parties hereto, which may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
2. The Employer and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiation.
3. The Employer shall have the right to act on any matter not specified by State law to be a “meet-and-consult” item during the term of this Agreement without meeting and negotiating with the Association as long as any such action is not in violation of a provision of the Agreement.
4. In case of a natural, physical, or person-made disaster that has a direct effect on the County Office of Education, the Employer may declare an emergency and take necessary action. This declaration of emergency shall cause the Employer to schedule “meet-and-negotiate” sessions with the Association as soon as is possible on any emergency measures taken or proposed that could be viewed as a violation of a provision of the Agreement.

ARTICLE 27

PART-TIME TEMPORARY HOURLY JAIL EDUCATION UNIT MEMBERS²⁷

1. This Article applies to Part-time Temporary Hourly Education Unit Members, as defined in Article 3.
2. Articles 1, 2, 4, 5, 6, 7, 11, 12, 13, 14, 15, 18, 22, 23, 24, 25, and 26 of this Agreement apply as they are written to the Unit Members covered by this Article.
3. Articles 19, 20, and 21 of this Agreement do not apply to the Unit Members covered by this Article.
4. Articles 3 and 8 of this Agreement have specific Sections that apply to the Unit Members covered by this Article.
5. The topics covered by Articles 9, 10, 16, and 17 are addressed in Article 27. Therefore, these topics only apply as stated in Article 27 to the Part-Time Temporary Hourly Jail Education Unit Members.
6. **Hours**
 - a. Effective July 1, 2006, any Part-Time Temporary Hourly Jail Education Unit Member who is working 31.2 hours (.96 FTE) or more shall be made a Full-time employee (as described in Section 1 of Article 9) with all the rights and benefits of full-time employment. Priority shall be given to Part-Time Hourly Temporary Jail Education Unit Members to aggregate part-time positions to full-time positions when qualified by experience, training and credential.
 - b. Effective December 1, 2005, Part-Time Temporary Hourly Jail Education Unit Members work no more than 16.25 hours per week in their primary assignment: 15 hours of instruction, and 1.25 hour of prep time.
 - c. Part-Time Temporary Hourly Jail Education Unit Members shall have the option of working up to 19 hours per week, if offered and the unit member accepts. Unit members shall earn extra sick leave based upon additional hours worked. All other benefits that increase based upon additional hours shall be provided to the unit member.

ARTICLE 27 (cont.)

- d. Part-time Temporary Hourly Jail Education Unit Members may work every day school is open and their class is scheduled.
- e. Part-Time Temporary Hourly Jail Education Unit Members are eligible for a 30-minute unpaid duty free lunch only if their primary assignment is scheduled for more than four (4) hours per day.
- f. New Unit Members shall be required to attend the mandatory Sheriff's Office training as well as three-days of school orientation, as specified in Section 9.a. of Article 9 entitled "Hours." These required trainings are beyond the regular work assignment and shall be compensated at the Unit Member's regular hourly rate of pay.
- g. Part-Time Temporary Hourly Jail Education Unit Members may choose to work up to 23.75 hours per week beyond their primary assignment. Activities may include, but are not limited to, substituting, participating in staff meetings, staff development, and committee assignments. For these activities, these Unit Members are paid at the Step 1 rate of the Part-Time Temporary Hourly Jail Education Unit Member Salary Schedule.

7. Leaves

a. Sick Leave

Part-Time Temporary Hourly Jail Education Unit Members earn sick leave on their primary assignment only. Sick leave is earned, as hours are worked, at a rate of hours x 0.559.

b. Personal Necessity

Earned sick leave hours may be used for Personal Necessity. Personal Necessity leave definition and use description is described in Article 10, Section 3, of this Agreement.

c. Bereavement

Bereavement leave and use are described in Article 10, Section 7, of this Agreement.

d. Industrial Accident or Illness Leave

Industrial Accident or Illness Leave and use are described in Article 10, Section 9, of this Agreement.

ARTICLE 27 (cont.)

e. Catastrophic Leave

Catastrophic Leave is available for Part-Time Temporary Hourly Jail Education Unit Members through the Contra Costa County Office of Education Catastrophic Leave Bank. Catastrophic leave and use are described in Section 10, Section 5, of this Agreement.

f. Family Medical Leave Act – (See Appendix H)

g. Kin Care – Kin Care is available for Part-Time Temporary Hourly Jail Education Unit Members. Kin Care Leave use is described in Section 10, Section 4, of this Agreement.

h. Child-Care/Maternity Leave – Child-Care/Maternity Leave is available for Part-Time Temporary Hourly Jail Education Unit Members. Child-Care/Maternity Leave use is described in Section 10, Section 6, of this Agreement.

i. Jury Duty

Part-Time Temporary Hourly Jail Education Unit Members will be granted a paid leave of absence when he/she is called for jury duty. A copy of the court order shall be submitted as soon as the date of the appearance is known.

Part-time Temporary Hourly Jail Education Unit Members granted such leaves of absence shall turn into the Employer any amount received as a jury fee, less any amount paid for travel, meals, or lodging.

Immediately upon returning to duty, the Unit Member shall report the absence in accordance with established procedures.

j. Sabbatical Leave

Part-Time Temporary Hourly Jail Education Unit Members do not qualify for Sabbatical Leave.

8. Benefits

a. Effective January 1, 2006, Employee-only medical, dental, and vision insurance shall be provided by the Employer for Part-Time Temporary Hourly Jail Education Unit Members whose primary work assignment is at least 16.25 hours per week at the same premium levels as all other bargaining unit members covered under this Agreement.

ARTICLE 27 (cont.)

- b. Part-Time Temporary Hourly Jail Education Unit Members are included in the salary protection program for their primary assignment.

9. Salary

- a. Part-Time Temporary Hourly Jail Education Unit Members are paid according to the Part-Time Temporary Hourly Salary Schedule (See Appendix)
- b. Professional Growth/Longevity Schedule included on the Part-Time Temporary Hourly Salary Schedule (See Appendix)
- c. Part-Time Temporary Hourly Jail Education Unit Members may work beyond their primary assignment, as a substitute, for staff development, and for special projects at the Step 1 rate.

10. Graduate Degree Recognition

Part-Time Temporary Hourly Jail Education Unit Members shall receive an additional \$600 per annum upon presentation of a Master’s Degree. Effective July 1, 2008, the Master’s Degree stipend shall be increased by 20% per annum for five (5) years. Effective July 1, 2013, and thereafter, the Master’s Degree stipend shall increase by the same percentage adjustment as agreed to on the Certificated Salary Schedule (RCA). The stipend for a Doctorate Degree shall remain \$300 more than the Master’s Degree stipend. For Unit Members working part-time, these stipends shall be prorated. (See table below)

| School Year | Stipend Effective Date | Master’s Degree Stipend | Doctorate Degree Stipend |
|--------------------|-------------------------------|---|---------------------------------|
| 2008-2009 | July 1, 2008 | \$720.00 | \$1,020.00 |
| 2009-2010 | July 1, 2009 | \$864.00 | \$1,164.00 |
| 2010-2011 | July 1, 2010 | \$1,036.80 | \$1,336.80 |
| 2011-2012 | July 1, 2011 | \$1,244.16 | \$1,544.16 |
| 2012-2013 | January 1, 2013 | \$1,538.08 | \$1,838.08 |
| 2013-2014 | July 1, 2013 | Increased by the same percentage adjustment as agreed to on the Certificated Salary Schedule (RCA). | |

11. Miscellaneous Provisions

- a. Problems within the jail education program, i.e., late arrival, not providing attendance or testing data, will be addressed through individual conversation, counseling memos, and/or letter of reprimand.

ARTICLE 27 (cont.)

- b. Termination of employment may be necessary due to lack of enrollment or change of course offerings. Two (2) weeks notice will be given.
- c. Immediate dismissal may occur for unprofessional behavior or violation of the Education Code.
- d. The Sheriff's Department may revoke a County Office staff security clearance at any time. When this happens, the County Office Unit Member is unable to enter the jail facility. Revocation incidents will be handled on a case-by-case basis regarding the employment status and options of the Part-Time Temporary Hourly Jail Education Unit Member.
- e. The Association and the Employer further agree to engage in a coordinated student recruitment program involving all jail education certificated staff, management, and the Sheriff's Department to increase classroom enrollment.
- f. Part-Time Temporary Hourly Jail Education Unit Members may be voluntary participants in the Peer Assistance Program (PAR) as described in Article 22, Section 3.a.(2).

ARTICLE 28

DUE PROCESS FOR DISCIPLINE²⁸

1. This Article provides due process for disciplinary actions outlined below. It does not affect other personnel actions which may be governed by the Education Code.
2. The COE may discipline a Unit Member only for just cause. Discipline shall include warnings, reprimands, or suspension without pay for no more than fifteen (15) working days.
 - 2.1 The COE shall apply the following just cause guidelines when taking disciplinary action against a Unit Member.
 - a. The employee should be informed of the reasons for disciplinary action and the consequences of his/her conduct.
 - b. Contract provisions, COE policies and regulations, Education Code, and state and federal laws shall be the basis for disciplinary action.
 - c. An investigation has been conducted which justifies the need for disciplinary action.
 - d. Disciplinary action should be reasonably related to the nature of the offense.
3. All information and/or proceedings regarding any actions or proposed actions under this Article shall be kept confidential by the parties except to the extent allowed by law.
4. No Unit Member shall receive more than one (1) penalty under this Article for any single action or infraction.
5. Progressive Discipline
 - a. The following stages of the progressive disciplinary process shall be applied in disciplining Unit Members except where the serious nature of the offense justifies bypassing any of the step(s) outlined below. For the purposes of this section, a serious offense shall include, but not be limited to, offenses such as assault, theft, offenses of moral turpitude, non-permissive use of COE property, felony conviction, and falsifying information to the COE.

ARTICLE 28 (cont.)

b. Verbal Counseling/Warning

The COE shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warnings may result in a post-conference summary memorandum. The post-conference summary memorandum shall not be placed in the Unit Member's personnel file, but may be attached to a Written Warning and/or Written Reprimand, and placed in the personnel file in the event that additional steps of the progressive disciplinary process are utilized.

c. Written Warning

Subject to 28.5.a. above, a Written Warning will not be used unless the Unit Member has been verbally counseled/warned for a separate and similar action or infraction. A Written Warning shall not be placed in a Unit Member's file, but may be attached to a Written Reprimand and placed in the personnel file if additional steps of the progressive disciplinary process are utilized.

d. Written Reprimand

Subject to 28.5a. above, a Written Reprimand will not be used unless the unit member has received a Written Warning for a separate and similar action or infraction. A Written Reprimand shall be placed in the Unit Member's personnel file.

e. Suspension Without Pay

Subject to 28.5a. above, a Unit Member will not be suspended without pay unless he/she has been given a written reprimand for a separate and similar action or infraction. A copy of the suspension order shall be given to the Unit Member and placed in his/her personnel file. No Unit Member will be suspended without pay for more than fifteen (15) working days for an offense. By mutual consent, a Unit Member may have his/her salary withheld in lieu of suspension.

f. The sequence from Verbal Counseling/Warning through Suspension Without Pay must be within a four (4) year period.

ARTICLE 28 (cont.)

6. Notice

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

- a. A statement of the specific actions or omissions upon which the action is based;
 - b. A statement of the cause(s) for which action is recommended;
 - c. Where applicable, the Education Code section, policy, rule, regulation, or directive violated;
 - d. Penalty proposed and effective date;
 - e. A statement of the Unit Member's right to challenge the proposed action by submitting a request for a hearing to the Human Resources Office within ten (10) business days of the notice. The hearing shall be conducted pursuant to the arbitration procedures of Article 7 (Grievance Procedure) of this Agreement.
7. Suspensions without pay shall not reduce or deprive the Unit Member of seniority or other rights or any fringe benefits.
8. A Unit Member is entitled to be represented by the Association at any stage of disciplinary action.
9. An employee may attach his/her own statement to any documentation in the progressive disciplinary process.
10. Among the steps included above, in the progressive disciplinary process, only Suspensions without Pay may be grieved under this Article. There shall be no loss of pay to a Unit Member until after the completion of the grievance process if the action is challenged. In addition, once the Progressive Discipline Procedure, Article 28.5 has been initiated, and the site administrator/supervisor elects to skip any subsequent steps in the Progressive Discipline Article (28.5), he/she shall present new evidence to why skipping steps was selected. If steps are skipped, Unit Members may file a grievance up to Level 3 of Article 7, Grievance Procedure.

NEGOTIATORS

For the Contra Costa County Board of
Education and the Contra Costa County
Superintendent of Schools:

Renai Lovely

Karen Sakata

Bill Clark

Pamela Comfort, Ed.D.

Katie Gaines

Lynn Mackey

Sandra Woliver

Tom Scruggs

Jean Wells

For the Contra Costa County Schools
Education Association/CTA/NEA:

Eileen Baar

Jill Stein-Wirth

Sally Mills

Joanne Lindevald

Rosemary Louissaint

Steve Repetto

Sandy Travagli

SIGNATURES

For the Contra Costa County
Superintendent of Schools:

Katie Gaines
Spokesperson (CCCOE)

Date: 04/16/2015

For the Contra Costa County Schools
Education Association/CTA/NEA:

Eileen Baar
Spokesperson (CCCSEA)

Date: 04/16/2015

Audiologist

1. Beginning July 1, 2014, the position of Audiologist shall be included in the CCCSEA bargaining unit. The position shall require the possession of either an audiology license issued by the State of California, or a Clinical or Rehabilitative Services Credential — Audiology.
2. The Audiologist duties shall include, but are not limited to, the following:
 - a. Audiological evaluation of students to determine the nature and degree of auditory dysfunction;
 - b. Interpretation of test results and educational implications;
 - c. The selection, implementation, and monitoring of assistive technology for hearing impairment in the classroom setting.
3. The audiologist shall be placed on the Speech Therapist Salary Schedule, Appendix D of the CCCOE/CCCSEA Agreement.
4. The new title for Appendix D shall read: Contra Costa County Office of Education, Certificated Salary Schedule, Speech Therapists (SPL) and Audiologists Annual.

Memorandum of Understanding
Between
Contra Costa County Schools Education Association
and
Contra Costa County Office of Education

Common Core

Shared Commitment

California has adopted the Common Core State Standards. These newly adopted Standards provide an opportunity for Contra Costa County Schools Education Association (CCCSEA) and Contra Costa County Office of Education (COE) to collaborate in full partnership for a successful implementation. CCCSEA and the COE agree that working in full partnership will produce the greatest opportunity for a successful implementation. A full partnership means that the parties will take joint responsibility and accountability to create a collaborative process that is driven from the school level upward, engaging site administrators and our members with the opportunity to fully own the implementation of these standards.

1. The Parties agree to establish a Common Core Work Group (CWG) for the 2014/15 School Year.
 - a. The CWG shall consist of six (6) Association appointed members representing the following programs: Marchus, Golden Gate, Delta Vista, Mt. McKinley, Adult School and Special Education. COE shall appoint six (6) administrative representatives from each of the above listed programs, Mt. McKinley and Special Education, to the CWG.
 - b. Each party shall elect its own CWG members based on its own criteria.
 - c. The CWG shall establish its own meeting schedule and operational procedures.
 - d. The CWG shall be jointly chaired by one administrator and one CCCSEA member on the CWG.
 - e. The CWG shall select the two Chairpersons in "d" above.

2. CWG member responsibilities:
 - a) Attend CWG meetings
 - b) Attend site common core trainings
 - c) Serve as liaisons between the schools and the CWG, provide information and gather input and feedback on implementation of CCS.
 - d) Debrief after site common core trainings and discuss upcoming trainings at CWG meetings
 - e) Discuss suggestions for the common core implementation plan and calendar. Subjects shall include curriculum, materials, and textbook adoption, to name a few.
3. Unit members who serve on the CWG shall be released to attend meetings. If meetings extend beyond the unit member's contracted day, unit members shall be reimbursed at the hourly rate.
4. The CWG shall not schedule meetings on weekends and holidays.
5. Common Core training shall be provided for all unit members, as appropriate.
6. CWG members shall not evaluate or give input to any unit member's evaluation based on CWG classroom walkthroughs.
7. CWG walkthrough reports and discussions shall not contain any information identifying individual members.
8. Unit members shall not be evaluated on the implementation of Common Core strategies until after the 2014/15 school year.

**METHODS OF PAYMENT AVAILABLE
FOR INSTRUCTIONAL ASSISTANTS/TEACHERS**

- PAID AS EARNED: 10**
Ten equal payments for September through June

- PAID AS EARNED: 11**
Eleven equal payments from August through June

- PAID AS EARNED: 12**
Twelve equal payments from July through June

- PAID IN ARREARS: 10 + 2**
Ten equal payments from September through June, less 15.33% of Gross salary withheld from each check to fund two additional checks To be paid in June.

- PAID IN ARREARS: 11 + 1**
Eleven equal payments from August through June, less approximately 8% of gross salary withheld to fund one additional check to be paid in June.

ARREARS CHECKS WILL BE DISTRIBUTED IN THE SAME MANNER AS THE JUNE REGULAR CHECK (i.e., if your regular check is issued by direct deposit, the arrears check(s) will also be direct-deposited).

NAME: _____

LAST FOUR DIGITS OF SSN: _____

MAILING ADDRESS: _____

Signature: _____

Date: _____

PARTICIPATION IN THE AREARS PROGRAM IS VOLUNTARY; HOWEVER, ONCE THE SELECTION TO PARTICIPATE HAS BEEN MADE IT IS IRREVOCABLE FOR THE FISCAL YEAR. PLEASE MAKE YOUR SELECTION CAREFULLY.

Effective 7/1/2013

| STEP | COLUMN I BA | COLUMN II BA + 15 | COLUMN III BA + 30 | COLUMN IV BA +45 | COLUMN V BA + 60 | COLUMN VI BA + 75 | COLUMN VII BA + 90 |
|----------------|-------------------------|-------------------------|-------------------------|---------------------|---------------------|----------------------|-----------------------|
| 1 PER DIEM | | | | 44,449 246.94 | 46,625 259.03 | | |
| 2 PER DIEM | | | 44,449 246.94 | 46,625 259.03 | 48,807 271.15 | | |
| 3 PER DIEM | | 44,449 246.94 | 46,625 259.03 | 48,807 271.15 | 50,982 283.23 | 53,160 295.34 | |
| 4 PER DIEM | 44,449 246.94 | 46,625 259.03 | 48,807 271.15 | 50,982 283.23 | 53,160 295.343 | 55,337 307.43 | 57,514 319.52 |
| 5 PER DIEM | 46,625 259.03 | 48,807 271.15 | 50,982 283.23 | 53,160 295.34 | 55,337 307.43 | 57,515 319.52 | 59,694 331.63 |
| 6 PER DIEM | 48,807 271.15 | 50,982 283.23 | 53,160 295.34 | 55,337 307.43 | 57,514 319.52 | 59,694 331.63 | 61,869 343.72 |
| 7 PER DIEM | | 53,160 295.34 | 55,337 307.43 | 57,515 319.52 | 59,694 331.62 | 61,869 331.63 | 61,869 343.72 |
| 8 PER DIEM | | 55,337 307.43 | 57,514 319.52 | 59,694 331.63 | 61,869 343.72 | 64,047 355.82 | 66,226 367.92 |
| 9 PER DIEM | | | 60,476 335.98 | 62,653 348.07 | 64,829 360.16 | 67,011 372.28 | 69,186 384.37 |
| 10 PER DIEM | | | 62,653 348.07 | 64,829 360.16 | 67,022 372.28 | 69,186 384.37 | 71,367 396.48 |
| 11 PER DIEM | | | | 67,479 374.89 | 69,655 386.97 | 71,835 399.08 | 74,007 411.15 |
| 12 PER DIEM | | | | 69,655 386.97 | 71,835 39.08 | 74,007 411.15 | 76,186 423.26 |

| | | | | |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 14 YR CCCOE LONGEVITY PER DIEM | 71,989 399.94 | 74,169 412.05 | 76,341 424.11 | 78,520 436.22 |
| 17 YR CCCOE LONGEVITY PER DIEM | 74,323 412.90 | 76,503 425.02 | 78,675 437.08 | 80,854 449.19 |
| 20 YR CCCOE LONGEVITY PER DIEM | 76,657 425.87 | 78,837 437.98 | 81,009 450.05 | 83,188 462.16 |
| 23 YR CCCOE LONGEVITY PER DIEM | 78,991 438.84 | 81,171 450.95 | 83,343 463.01 | 85,522 475.12 |
| 26 YR CCCOE LONGEVITY PER DIEM | 81,325 451.80 | 83,505 463.92 | 85,677 475.98 | 87,856 488.09 |

LONGEVITY \$2,334.00
MASTERS \$1,584.22
DOCTORATE \$1,884.22
WORK YEAR 180 DAYS

Longevity steps are based on the years of service with CCCOE
(Longevity = average difference between steps 4-12 of Column

APPENDIX C

Effective 7/1/2013

| STEP | COLUMN I BA | COLUMN II BA + 15 | COLUMN III BA + 30 | COLUMN IV BA +45 | COLUMN V BA + 60 | COLUMN VI BA + 75 | COLUMN VII BA + 90 |
|----------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1 PER DIEM | | | | 51,109 276.26 | 53,613 289.80 | | |
| 2 PER DIEM | | | 51,109 276.26 | 53,613 289.80 | 56,115 303.33 | | |
| 3 PER DIEM | | 51,109 276.26 | 53,613 289.80 | 56,115 303.33 | 58,619 316.86 | 61,123 330.40 | |
| 4 PER DIEM | 51,109 276.26 | 53,613 289.80 | 56,115 303.33 | 58,619 316.86 | 63,627 330.40 | 63,627 343.93 | 66,131 357.47 |
| 5 PER DIEM | 53,613 259.03 | 56,115 271.15 | 58,619 283.23 | 61,123 295.34 | 63,627 307.43 | 66,131 319.52 | 68,636 331.63 |
| 6 PER DIEM | 56,115 271.15 | 58,619 283.23 | 61,123 295.34 | 63,627 307.43 | 66,131 319.52 | 68,636 331.63 | 71,140 343.72 |
| 7 PER DIEM | | 61,123 330.40 | 63,627 343.93 | 66,131 357.47 | 68,636 371.01 | 71,140 384.54 | 73,643 398.07 |
| 8 PER DIEM | | 63,627 343.93 | 66,131 357.47 | 68,636 371.01 | 71,140 384.54 | 73,643 398.07 | 76,147 411.60 |
| 9 PER DIEM | | | 69,420 375.24 | 71,923 388.77 | 74,424 402.29 | 76,927 415.82 | 79,436 429.38 |
| 10 PER DIEM | | | 71,923 388.77 | 74,424 402.29 | 76,927 415.82 | 79,436 415.82 | 81,937 442.90 |
| 11 PER DIEM | | | | 77,396 418.36 | 79,904 431.92 | 82,407 445.44 | 84,909 458.97 |
| 12 PER DIEM | | | | 79,904 431.92 | 82,407 445.44 | 84,909 458.97 | 87,415 472.51 |

Effective 7/01/14

| | | | | |
|-----------------------------------|-------------------------|-------------------------|-------------------------|--------------------------|
| 14 YR CCCOE LONGEVITY PER DIEM | 82,564 446.29 | 85,067 459.82 | 87,569 473.35 | 90,075 486.89 |
| 17 YR CCCOE LONGEVITY PER DIEM | 85,224 460.67 | 87,727 474.20 | 90,229 487.72 | 92,735 501.27 |
| 20 YR CCCOE LONGEVITY PER DIEM | 87,844 475.05 | 90,387 488.58 | 92,889 502.10 | 95,395 515.65 |
| 23 YR CCCOE LONGEVITY PER DIEM | 90,544 489.43 | 93,047 502.96 | 95,549 516.48 | 98,055 530.03 |
| 26 YR CCCOE LONGEVITY PER DIEM | 93,204 503.81 | 95,707 517.34 | 98,209 530.86 | 100,715 544.41 |

LONGEVITY \$2,660.00
MASTERS \$1,584.22
DOCTORATE \$1,884.22
WORK YEAR 185 DAYS

Longevity steps are based on the years of service with CCCOE
(Longevity = average difference between steps 4-12 of Column VII)

APPENDIX D

Effective 7/1/2013

Effective 7/01/2014

| STEP | COLUMN I BA | COLUMN II BA + 15 | COLUMN III BA + 30 | COLUMN IV BA +45 | COLUMN V BA + 60 | COLUMN VI BA + 75 | COLUMN VII BA + 90 |
|-----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 1 PER DIEM | | | | 47,003 261.13 | 49,306 273.92 | | |
| 2 PER DIEM | | | 47,003 261.13 | 49,306 273.92 | 51,613 286.74 | | |
| 3 PER DIEM | | 47,003 261.13 | 49,306 273.92 | 51,613 286.74 | 53,912 299.51 | 56,217 312.32 | |
| 4 PER DIEM | 47,003 261.13 | 49,306 273.92 | 51,613 286.74 | 53,912 286.74 | 56,217 312.32 | 58,520 325.11 | 60,820 337.89 |
| 5 PER DIEM | 49,306 273.92 | 51,613 286.74 | 53,912 299.51 | 56,217 312.32 | 58,520 325.11 | 60,820 337.89 | 63,127 350.70 |
| 6 PER DIEM | 51,613 286.74 | 53,912 299.51 | 56,217 312.32 | 58,520 325.11 | 60,820 337.89 | 63,127 350.70 | 65,428 363.49 |
| 7 PER DIEM | | 56,217 312.32 | 53,912 299.51 | 56,217 312.32 | 63,127 350.70 | 65,428 363.49 | 67,729 376.27 |
| 8 PER DIEM | | 58,520 325.11 | 58,520 325.11 | 60,820 337.89 | 65,428 363.49 | 67,729 376.27 | 70,032 389.07 |
| 9 PER DIEM | | | 63,953 355.29 | 66,255 350.70 | 68,558 380.88 | 70,862 393.68 | 73,165 406.47 |
| 10 PER DIEM | | | 66,255 368.08 | 68,558 380.88 | 70,862 393.68 | 73,165 406.47 | 75,469 419.27 |
| 11 PER DIEM | | | | 71,357 396.43 | 73,660 409.22 | 75,966 422.03 | 78,265 434.80 |
| 12 PER DIEM | | | | 73,660 409.22 | 75,966 422.03 | 78,265 434.80 | 80,569 447.60 |
| 14 YR CCCOE LONGEVITY PER DIEM | | | | 76,129 422.94 | 78,435 435.75 | 80,734 448.52 | 83,038 461.32 |
| 17 YR CCCOE LONGEVITY PER DIEM | | | | 78,598 436.66 | 80,904 449.46 | 83,203 462.24 | 85,507 475.04 |
| 20 YR CCCOE LONGEVITY PER DIEM | | | | 81,067 450.37 | 83,373 463.18 | 85,672 475.95 | 87,976 488.75 |
| 23 YR CCCOE LONGEVITY PER DIEM | | | | 83,536 464.09 | 85,842 476.90 | 88,141 489.67 | 90,445 502.47 |
| 26 YR CCCOE LONGEVITY PER DIEM | | | | 86,005 477.81 | 88,311 490.61 | 90,610 503.39 | 92,914 516.19 |

LONGEVITY \$2,469.00
MASTERS \$1,584.22
DOCTORATE \$1,884.22
WORK YEAR 180 DAYS

CONTRA COSTA COUNTY OFFICE OF EDUCATION
CERTIFICATED SALARY SCHEDULE
DEVELOPMENTAL CERTIFICATED ANNUAL
2013-2014

| |
|-------------------|
| APPENDIX E |
|-------------------|

Effective 7/1/2013

| STEP | RANGE 1 | RANGE 2 | RANGE 3 | RANGE 4 | RANGE 5 | RANGE 6 | RANGE 7 |
|-------------------|---------|---------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 9 PER DIEM | | | 69,883 335.98 | 72,400 348.08 | 74,913 360.16 | 77,430 372.26 | 79,949 384.37 |
| 10 PER DIEM | | | 72,400 348.08 | 74,913 360.16 | 77,430 372.26 | 79,949 384.37 | 82,467 396.48 |
| 11 PER DIEM | | | | 77,973 374.87 | 80,493 386.99 | 83,007 399.07 | 85,520 411.15 |
| 12 PER DIEM | | | | 80,493 386.99 | 83,007 399.07 | 85,520 411.15 | 88,040 423.27 |

Effective 7/01/2014

| | | | | | | | |
|-----------------------------------|--|--|--|-------------------------|-------------------------|-------------------------|--------------------------|
| 14 YR CCCOE LONGEVITY PER DIEM | | | | 83,190 399.95 | 85,704 412.04 | 88,217 424.12 | 90,737 436.24 |
| 17 YR CCCOE LONGEVITY PER DIEM | | | | 85,887 412.92 | 88,401 425.00 | 90,914 437.09 | 93,434 449.20 |
| 20 YR CCCOE LONGEVITY PER DIEM | | | | 88,584 425.89 | 91,098 437.97 | 93,611 450.05 | 96,131 462.17 |
| 23 YR CCCOE LONGEVITY PER DIEM | | | | 91,281 438.85 | 93,795 450.94 | 96,308 463.02 | 98,828 475.14 |
| 26 YR CCCOE LONGEVITY PER DIEM | | | | 93,978 451.82 | 96,492 463.90 | 99,005 475.98 | 101,525 488.10 |

LONGEVITY \$2,697.00
MASTERS \$1,584.22
DOCTORATE \$1,884.22
WORK YEAR 208 DAYS

Effective 7/1/2013

| STEP | RANGE 1 | RANGE 2 | RANGE 3 | RANGE 4 | RANGE 5 | RANGE 6 | RANGE 7 |
|----------------|-------------------------|-------------------------|-------------------------|--------------------------------|-------------------------|-------------------------|-------------------------|
| 1 PER DIEM | 43,938 202.48 | 46,458 214.09 | 48,986 225.74 | 53,586 246.94 | 56,209 259.03 | 58,836 271.13 | 61,459 283.22 |
| 2 PER DIEM | 46,458 214.09 | 48,986 225.74 | 53,586 246.94 | 56,209 259.03 | 58,836 271.13 | 61,459 283.22 | 64,088 295.33 |
| 3 PER DIEM | 48,986 225.74 | 53,586 246.94 | 56,209 259.03 | 58,836 271.13 | 61,459 283.22 | 56,217 312.32 | 66,713 307.43 |
| 4 PER DIEM | 53,586 246.94 | 56,209 259.03 | 58,836 271.13 | 61,459 283.22 | 64,088 295.33 | 58,520 325.11 | 69,338 319.53 |
| 5 PER DIEM | 56,209 259.03 | 58,836 271.13 | 61,459 283.22 | 64,088 295.33 | 66,713 307.43 | 69,338 319.53 | 71,964 331.63 |
| 6 PER DIEM | 58,836 271.13 | 61,459 283.22 | 64,088 295.33 | 66,713 307.43 | 69,338 319.53 | 71,964 331.63 | 74,587 343.72 |
| 7 PER DIEM | | 64,088 295.33 | 66,713 307.43 | 69,338 319.53 | 71,964 331.63 | 74,587 343.72 | 77,211 355.81 |
| 8 PER DIEM | | 66,713 307.43 | 69,338 319.53 | 71,964 331.63 | 74,587 343.72 | 77,211 355.81 | 79,839 367.92 |
| 9 PER DIEM | | | 72,906 335.97 | 78,351 361.07 | 78,156 360.17 | 80,782 372.27 | 83,407 384.37 |
| 10 PER DIEM | | | 78,351 361.07 | 78,156 360.17 | 80,782 372.27 | 83,407 384.37 | 86,035 396.47 |
| 11 PER DIEM | | | | 81,347 374.87 | 83,974 386.98 | 86,599 399.08 | 89,223 411.16 |
| 12 PER DIEM | | | | 83,974 386.98 | 86,599 399.08 | 89,223 411.16 | 91,850 423.27 |

Effective 7/1/2014

| | | | | |
|-----------------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| 14 YR CCCOE LONGEVITY PER DIEM | 86,737 399.71 | 89,362 411.81 | 91,986 423.90 | 94,613 436.01 |
| 17 YR CCCOE LONGEVITY PER DIEM | 89,500 412.44 | 92,125 425.54 | 94,749 436.63 | 97,376 448.74 |
| 20 YR CCCOE LONGEVITY PER DIEM | 92,263 425.17 | 94,888 437.27 | 97,512 449.26 | 100,139 461.47 |
| 23 YR CCCOE LONGEVITY PER DIEM | 95,026 437.91 | 97,651 450.01 | 100,275 462.10 | 102,902 474.20 |
| 26 YR CCCOE LONGEVITY PER DIEM | 97,789 450.64 | 100,414 462.74 | 103,028 474.83 | 105,665 486.94 |

LONGEVITY \$2,763.00
 MASTERS \$1,584.22
 DOCTORATE \$1,884.22
 WORK YEAR 217 DAYS

Effective 7/1/2013

| | <u>Step 1</u> | <u>Step 2</u> | <u>Step 3</u> | <u>Step 4</u> | <u>Step 5</u> |
|-------------------------------------|---------------|---------------|---------------|---------------|---------------|
| Substitute/Staff Development | 28.69 | | | | |
| 0-6 months | 28.69 | | | | |
| 7-12 months | | 30.10 | | | |
| 13-36 months | | | 31.58 | | |
| 37-72 months | | | | 33.19 | |
| 73+ months | | | | | 34.89 |

Professional Growth/Longevity Bonus of 2.5% (Effective 7/1/2004)

| | <u>BA + 45</u> | <u>BA + 60</u> | <u>BA + 75</u> | <u>BA + 90</u> |
|----------------|----------------|----------------|----------------|----------------|
| 97-120 months | 35.75 | | | |
| 121-144 months | | 36.64 | | |
| 145-168 months | | | 37.55 | |
| 169+ months | | | | 38.50 |

FMLA/CFRA (Family and Medical Leave Act) NOTIFICATION

The Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) provides up to 12 weeks of unpaid, job-protected leave to eligible employees, for certain qualifying family and medical reasons. The following is a synopsis of the provisions and/or information that applies in most cases.

Eligibility

- Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed *by* the employer within 75 miles.
- For eligibility purposes, full-time teachers are deemed to meet the 1,250 hour requirement.
- There is no exception to the 1,250 hour requirement in the FMLA for instructional assistants.

Basic Leave Entitlement

- Birth of a child; bonding with a newborn (12 weeks in addition to pregnancy disability).
- Placement of a child with employee for adoption or foster care.
- To care for serious health condition of a spouse, child, or parent who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

Duration of Leave

- 12 weeks of unpaid, job-protected leave within a 12 month period (based on a fiscal year).
- if for the birth, adoption, or foster care placement, leave must be taken within one year of the event; *12 weeks is in addition to pregnancy disability leave.*
- If leave is for a serious health condition, it may be taken on reduced or intermittent basis if medically necessary.

Military Family Leave Entitlements

- Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies.
- FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

FMLA Leave Entitlement

- ***Paid leave and requested unpaid FMLA/ CFRA leave will run concurrently in any instance where leave for one of the reasons identified exceeds five consecutive days (except for pregnancy disability leave).***

Advance Notice and Medical Certification Requirement

- ***30 day notice required for foreseeable events; for unforeseeable events, best reasonable notice.***
- ***The CCCOE will require medical certification in support of a serious health condition stating:***
 - Date condition began
 - Probable duration
 - Statement that condition warrants family member care
 - Certification must be provided within 15 days
 - In case of leave for own illness, employee must have attending physician release to return to work.

Continuation of Benefits

- During FMLA leave, the employer must maintain the employee's health Coverage under any "group health plan" on the same terms as if the employee had continued to work.

Reinstatement/ Nondiscrimination

- ***Employer guarantees to reinstate the employee in the same or comparable position after the leave.***
- Employee shall retain his/her status in seniority.
- ***The CCCOE shall not refuse to hire and shall not discharge, fine, suspend, expel, or discriminate any employee involving FMLA leave actions.***

Failure to Return from Leave

- ***The employee may be required to repay the premium cost paid by the employer for maintaining the benefit coverage during the period of unpaid leave if:***
 - The employee fails to return from leave for any reason other than serious health condition that entitles the leave.
 - Or other circumstance out of the control of the employee.

If you have any further questions regarding FMLA leave, please call, Human Resources Analyst at (925)942-5344.

CERTIFICATED EVALUATION PROCESS

Evaluation Form

- Per Article 12 of the Contract, "permanent Unit members will be formally evaluated no less than once every other year. All other Unit **members** will be formally evaluated no less than once every year. The County and the Association mutually agree that a variety of methods may be used to meet the requirements of Education Code 44662 (Stull Act). Whatever method is selected must be mutually agreed upon by the evaluatee and evaluator and must meet the requirements enumerated within Section 12.3 of the Contract.
- This Evaluation of Certificated Personnel Form was developed using the California Teaching Standards in conjunction with the elements of the Stull Bill process.
- Each evaluation shall be conducted by the immediate supervisor who shall be a County Schools employee.
- An initial conference between a certificated employee and a supervisor will be **held within thirty-five (35) workdays following the commencement of the employee's work year to discuss the employee's duties and responsibilities.**
- **Employees will be formally evaluated in accordance with provisions of existing law that provide a written copy of the final evaluation be provided to the employee no later than thirty (30) days before the end of the school year.**
- **If an improvement plan is required, the Evaluation of Certificated Personnel Form, with the improvement plan, must be signed by the appropriate Director and Associate Superintendent.**

Observation Forms

- Formal Observation shall be scheduled two (2) days in advance unless employee waives such notice.
- Prior to observation the employee completes the Pre-Observation Conference Form. The employee and supervisor will discuss and mutually agree on the content.
- Formal Observation will last a minimum of 30 minutes, and the supervisor will complete the Formal Observation Conference Form.
- The supervisor will schedule a Post-Observation Conference to review and **discuss the observation and to complete the Post-Observation Conference Form.**

Professional Development Information Sheet

- The Professional Development Information Sheet shall be maintained and completed by the employee on a yearly basis, with a copy submitted to the supervisor by May 31