

**TENTATIVE AGREEMENT  
CCCOE & CCCSEA**

**May 5, 2017**

**ARTICLE 3 - DEFINITIONS<sup>4</sup>**

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/COE** - 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** - See Article 9 - 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, who evaluates, assigns and/or directs the unit member's work. 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.~~
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** - See Article 17 - Salaries A unit member's base salary shall be defined as the unit member's current column and step or longevity placement.

Eileen Barr  
Eileen Barr, CCCSEA Bargaining Chair

Date: Barr 5-5-17

Katie Gaines  
Katie Gaines, Asst Superintendent, HR

Date: 5-5-17

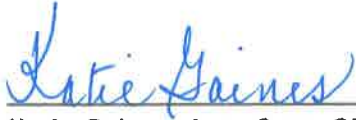
<sup>4</sup>Article 3 - Definitions Updated 5/05

**CCCSEA/COE Tentative Agreement**  
**Article 9 – HOURS**  
**May 5, 2017**

1. Change the Title of the Article to: Hours/Workday/Work Year
  
2. Change #8 to read: Beginning in the 2017-2018 school year, the basic work year for the Certificated Bargaining Unit shall be 184 days. All unit members shall receive at the start of each school year a non-student, non-meeting work day; however, for Adult Education unit members this non-student, non-meeting workday shall occur within the first quarter of the unit member's work year. For sites and unit members where it is applicable, the second workday of the school year shall be a non-student workday for site meetings. ~~For Special Day Class Programs, the first work day shall be a non-student workday for site meetings, and the second workday shall be a non-student, non-meeting, work day, and the third work day shall be a Reverse Minimum Day.~~ The non-student, non-meeting work day shall be for the unit members to prepare classrooms and do lesson planning. Two days shall be staff Development days within the work year.
  
3. Numbering, formatting, and outlining shall be corrected.

The remainder of the Article shall be as status quo.

  
\_\_\_\_\_  
Eileen Baar, CCCSEA Barg. Chair

  
\_\_\_\_\_  
Katie Gaines, Asst. Supt. COE

Date: 5/5/17

Date: 5-5-17

**CCCSEA Counter Proposal #3**  
**ARTICLE 10 – LEAVES**  
**May 5, 2017**

**1. General Policy**

A Unit Member exercising the leave provisions of this Agreement shall notify the County Office of Education by contacting the electronic system and/or the site, using the procedure adopted by the site, (i.e., ~~Substitute Employee Management System (SEMS), supervisor~~) of his/her need to be absent as soon as it is known **and as required by the provisions in this article.** 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**

**The Employer shall continue to cover the cost of all benefits which the unit member receives under Article 16- Benefits.** ~~as outlined in Article 16- Benefits.~~ 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
  - 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-Parental Leave With Pay, 4-Personal Necessity, 5-Kin Care, and 6-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.

**Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. An employee who is employed for less than five days per week shall be entitled to a percentage of 10 days. The COE shall notify all new unit members hired on or after January 1, 2017 of this leave right. Notification to unit members shall be upon hiring. This leave must be used during the first year of employment with COE. Any leave unused shall be forfeited after 12 months from hire date. The COE shall create an on-line system that keeps track of this leave usage. (Senate Bill 1180 – Public School Employees – Military Veterans: Leave of Absence for Illness or Injury.)**

- b. A Unit Member shall follow the procedure above in General Policy to notify the COE of his/her absence due to illness. ~~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

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.)**

12. **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.

13. **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.

14. **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

- 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.

**15. General Leave**

a. **Leave Authorization**

(1) The Unit Member may be granted up to thirty (30) days unpaid leave at the discretion of the Assistant Superintendent of Human Resources ~~Associate Superintendent/Student Programs and Services.~~

(2) 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.

*Eileen Baar*

Eileen Baar, CCCSEA Bargaining Chair

*Katie Gaines*

Katie Gaines, Asst. Superintendent, HR

Date: 5/5/17

Date: 5-5-17

CCCSEA Proposal #5

Salaries – Article 17

May 5, 2017

For the 2016-2017 school year, all bargaining unit salary schedules and rates, including longevity steps shall be increased by 3.0% effective July 1, 2016 for all Unit Members. This increase shall apply to any unit member who worked during the 2016-2017 school year. Members who retired or resigned shall receive retroactive pay prorated to the date of retirement or resignation.

The remainder of the article shall be status quo.



Eileen Baar, CCCSEA Chair



Katie Gaines, Asst. Supt. HR

Date:

5/5/17

Date

5-5-17



**TENATIVE AGREEMENT**  
**CCCSEA Proposal #4**  
**May 5, 2017**

**ARTICLE 28**

**NEW ASSIGNMENT MENTOR SUPPORT (NAMS)**

1. **Purpose:** To provide local support by assigning a mentor to newly hired Unit Members who do not qualify for the Induction Program and ~~for~~ **to current** unit members who **move into a new assignment in a different program or type of class** ~~are working in a new type of class or setting~~. NAMS does not replace Article 22- PAR.
2. ~~Unit Member~~ Eligibility for and referral to participate in NAMS Program:
  - a. Participation in NAMS is voluntary.
  - b. The County Office of Education (COE) shall notify newly hired unit members who do not qualify for the Induction Program and current unit members who are working in a new type of class or setting, by email, of the availability of the NAMS Program, within the first month of the initial employment or re-assignment. The COE shall provide members with the NAMS Referral Form upon notification of NAMS Program. The Notification shall include the NAMS Referral Form.**
  - c. Unit members desiring to participate will complete and submit to **their** supervisor a NAMS Referral Form. The supervisor will forward the NAMS Referral Form to the NAMS Committee Chair.
  - ~~d. Eligible unit members shall be assigned a Mentor within one (1) month of submitting NAMS Referral Form to supervisor.~~
3. **NAMS Committee:**

The NAMS committee shall consist of an administrator selected by the COE and two unit members selected by CCCSEA. The committee shall select a chairperson.
4. **Mentor Qualifications:**
  - a. Current certificated unit member who has had permanent status for at least three (3) years with COE;
  - b. Most recent evaluation does not include an improvement plan.
5. **Mentor Selection Process:**

- a. Human Resources will annually notify unit members of the opportunity to become a NAMS mentor by sending the posting to each school site, notification by email, and by posting at the County Office and on Edjoin.
- b. Mentor positions shall be posted in April of each school year.
- c. Mentor selection shall be completed by May 31 of each school year.
- d. All interested unit members shall submit a completed Edjoin application form to be considered by the NAMS Committee. **A resume or letters of reference shall not be a part of the Edjoin application process.**
- e. The NAMS Committee shall review applications and select the applicants who shall serve as Mentors.
- f. **If more mentors are selected than there are participants each school year, the selected mentor shall be placed in a pool. The participant's supervisor shall select a mentor from the pool to support the participant.**
- g. **A mentor may be paired with no more than two participants at the same time.**
- h. **A mentor has the option to serve up to two (2) consecutive years at a time. After two consecutive years, a mentor may re-apply for up to an additional two (2) years of service, and may be selected to serve for up to two more consecutive years, provide that there is not another qualified mentor match for the participants.**

**6. Mentor Assignment Process:**

- a. Qualifications for Mentor Assignment:
  - i. Currently Serving in a similar position as the participant;
  - ii. Serving students of similar ages and grade levels;
  - iii. When possible, assigned to same site or region.
- b. The NAMS committee will assign a mentor to each eligible unit member within one (1) month of submitting a referral form.
- c. If a participating unit member requests a change in mentor, he/she shall submit this request to NAMS Committee Chair in writing and the NAMS Committee shall meet within two work weeks of written request to determine if a change will be granted. If a change is granted the mentee shall be notified and assigned a new mentor within the same two work weeks by their supervisor.
- d. The mentor who has been replaced shall receive prorated pay, if the mentor has not been assigned to another participant for that school year.

**7. Mentor Responsibilities to Participating Unit Member:**

- (a) Mentor and participant shall determine frequency and duration of support. Two meetings per month are preferred.
- (b) Mentor shall provide support and resources according to the participant's needs. Prior approval from the participant's supervisor is necessary for release time and/or purchase of any resources.

- (c) Mentor shall help participant adapt to new site and/or new position.
- (d) Mentor shall maintain a log of meeting dates and times, and support provided to participant. This log shall be provided to *the NAMS Committee* in January and May of each school year.
- (e) Each school year, *NAMS Mentors* shall participate in at least two (2) COE provided trainings and/or meetings for Mentors. One training/meeting shall be held in the *Fall* following the assignment of mentors to participants.
- (f) Mentors shall not evaluate participants.
- (g) All communications between the participating unit member and Mentor shall be confidential, and without the written consent of the participant shall not be shared with others, including *the participant's supervisor and any other COE Administrator and/or employee.*
- (h) No records shall be placed in the participant or the mentor's personnel file. The personnel action form may be placed in the mentor's file.

8. **Mentor Stipend:** Each Mentor shall be paid \$1125.00 per year for each assigned participant. Stipend will be *paid in two equal installments* in December and May.

9. CCCSEA and COE shall agree upon all and jointly develop all NAMS forms. applications and forms for the NAMS Program.

*Eileen Baar*

\_\_\_\_\_  
Eileen Baar, CCCSEA Bargaining Chair

Date: 5/5/17

*Katie Gaines*

\_\_\_\_\_  
Katie Gaines, Asst. Supt. HR COE

Date: 5-5-17



**Tentative Agreement with COE and CCCSEA**

May 5, 2017

**New Assignment Mentor Support (NAMS)**

**Referral Form**

The school principal will offer all unit members who do not qualify for the Induction Program and to current unit members who move into a new assignment in a different program or type of class the opportunity to work with a mentor. If the unit member chooses to be paired with a mentor, he/she shall complete the bottom portion and turn into supervisor

**Name of Unit Member**

**Name of School**

**Current Assignment**

\_\_\_\_\_

**Unit Member Signature**

**Date**

\_\_\_\_\_

**Principal Name**

**Principal Signature**

**Date**

\_\_\_\_\_

Forward completed form to Lindy Khan, Ed.D., Director of Innovation & Support  
 CCCOE interoffice mail, or email to [lkhan@cccocoe.k12.ca.us](mailto:lkhan@cccocoe.k12.ca.us), or fax to 925-942-3353

*Eileen Baar*

Eileen Baar, CCCSEA Bargaining Chair

*Katie Gaines*

Katie Gaines, Asst. Supt. HR

Date:

5/5/17

Date:

5-5-17



**NAMS Mentor Log for the Month of: \_\_\_\_\_**

*(Completed monthly and submitted in Jan. & May. Two meetings per month are preferred- Article 28.7.(a)).*

**Check One:**

\_\_\_\_\_ *July – December*

\_\_\_\_\_ *January - June*

**Unit Member:** \_\_\_\_\_ **Site:** \_\_\_\_\_

**Mentor:** \_\_\_\_\_ **Site:** \_\_\_\_\_

Date/Time	Topics Covered:
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Eileen Baar, CCCSE President

Katie Gaines, Asst. Supt. HR

*Eileen Baar 5/5/17*

*Katie Gaines 5-5-17*