



SANTA CRUZ
COUNTY OFFICE OF
EDUCATION
DR. FARIS SABBABH • SUPERINTENDENT OF SCHOOLS

Certificated Employee Unit Agreement

**By and Between the
Santa Cruz County Education Association/CTA/NEA
and
The Santa Cruz County Superintendent of Schools**

**July 1, 2021 – June 30, 2024
Revised July 2022**

CERTIFICATED EMPLOYEE UNIT AGREEMENT

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Revised July 2022

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PREAMBLE

THIS AGREEMENT, hereinafter referred to as the “Agreement,” is entered into between the County Superintendent of Schools, hereinafter referred to as “County Superintendent,” and the Santa Cruz County Education Association CTA/NEA, hereinafter referred to as “Association”.

The term “Agreement” as used herein means the written agreement provided under Section 35401(h) of the Government Code.

ARTICLE 1

RECOGNITION

- 1.1 The County Superintendent recognizes the Association as the exclusive representative for the employees in the Certificated Unit.
- 1.2 The Certificated Unit consists of those certificated employees rendering service to the County Office under written contract and assigned a permanent, probationary or temporary employment status. The unit does not include those appointed under authority of Education Code Section 44910 (ROP teachers). All other certificated positions, including those designated management or confidential and those positions recognized as certificated supervisory, have been by mutual agreement of parties excluded from this unit.
- 1.3 This Agreement applies only to employees in the above described representation unit.

ARTICLE 2

TERM

2.1 TERM.

The term of this Agreement shall commence on July 1, 2021, and will continue until June 30, 2024. The contract will stay in effect until completion of negotiations on a successor agreement.

2.2 FUTURE MOU's

Both the SCCOE and the SCCEA recognize that unforeseen circumstances may result in changes to working conditions (including pandemics and other acts of nature) that necessitate the parties to enter into memorandums of understanding in order to mitigate the effects of said unforeseen circumstances.

2.3 ADDITIONAL REOPENER

The SCCOE agrees to reopen negotiations for Article 6 upon request by SCCEA anytime during the 2021-2022 fiscal year for the purpose of enhancing dental coverage by considering orthodonture benefits. This reopener is limited to negotiating the addition of this benefit and cannot be used to amend any other parts of Article 6.

ARTICLE 3

COUNTY SUPERINTENDENT OF SCHOOLS RIGHTS

- 3.1 All matters not specifically enumerated in this Agreement are reserved to the public school employer as provided by law.
- 3.2 In the event of an emergency, which shall be defined as to include any or all those conditions set forth in Education Code Sections 41422 or 46392, the County Superintendent shall have the right to suspend the provisions of this Agreement for the duration of the emergency only as provided in federal or state statutes and directives.

ARTICLE 4

EMPLOYEE RIGHTS

- 4.1 The County Superintendent and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in employee organization activities.

4.2 Subcontracting

The Santa Cruz County Office of Education shall not subcontract bargaining unit work without the concurrence of the Association. In the event of layoff, the County Office of Education shall not subcontract work formerly performed by laid off unit members to any outside entity without the concurrence of the Association.

4.3 Non-Discrimination

There shall be no discrimination among employees of the County Office of Education with respect to color, race, creed, religion, national origin, gender, sexual orientation, veteran status, age, ancestry, medical condition, disability or marital status.

- 4.4 Both the Association and individual unit members shall be notified before the County Superintendent releases personal information pertaining to the employee a part of a California Public Records Act (CPRA) disclosure. The County Superintendent shall not disclose personal information regarding employees that is exempted under California Gov. Code 6253(b) and 6254. California Gov. Code 6254(c) exempts disclosure of “personal, medical, or similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy”.

ARTICLE 5

PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

- 5.1 Any unit member who is a member of the SCCEA, CTA/NEA, or who has applied for membership, shall sign and deliver to the County Superintendent an assignment authorizing deduction of unified membership dues and general assessments in the SCCEA, CTA/NEA. Pursuant to such authorization, the Superintendent shall deduct according to employee's wage payment option, one-tenth or one-twelfth of such dues from the regular salary check of the unit member each month for ten (10) or twelve (12) months.
- 5.2 Authorized payroll deductions shall continue in effect from year to year unless revoked in writing between June and September 1 of any year.
- 5.3 Agency Fee
- 5.3.1 Any unit member who is employed by the Santa Cruz County Office of Education and who is not a member of the SCCEA, CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of his/her assigned duties, shall become a member of the SCCEA, CTA/NEA, or pay to the Association a fee in an amount equal to unified membership dues and general assessments, payable to the Association in one lump- sum payment. In the event that a unit member does not pay such a fee directly to the Association, the Association shall notify the Superintendent in writing. The Superintendent shall then immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in paragraph 5.1 of this article. There shall be no charge to the Association for such mandatory deduction.
- 5.3.2 Religious exemption
- 5.3.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association, except such member shall pay, in lieu of a service fee, sums equal to such service fee to either a non-religious, non-labor organization or charitable fund exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code.
- 5.3.2.2 To receive a religious exemption, the unit member shall submit a detailed written statement establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

- 5.3.2.3 Proof of payment shall be made on an annual basis to the Association and the Superintendent as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.
- 5.3.2.4 Any unit member making payments as set forth in paragraph 5.3.2.1, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 5.3.3 With respect to all sums deducted by the Superintendent pursuant to sections above, whether for membership dues or agency fee, the Superintendent agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non- membership in the Association, and indication of any changes in personnel from the list previously furnished.
- 5.3.4 The Association, CTA/NEA, agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.
- 5.3.5 The cost of enforcing the provision of this Article shall be borne solely and exclusively by the Association, except that for the duration of the term of this Agreement, no member of the unit nor the Association will be required to reimburse the Office of the County Superintendent costs incurred in making the salary deduction and the transmission of the amounts so collected to Association.
- 5.3.6 The Association shall indemnify, defend and hold harmless the County Superintendent, his/her designees from any and all claims made of any nature and against any lawsuit threatened or instituted against the County Superintendent and his/her designees, arising from the responsibilities created by the provisions of this Article

ARTICLE 6

COMPENSATION

6.1 Salary

- 6.1.1 Effective July 1, 2022, the County Superintendent agrees to an increase on the Certificated Unit Salary Schedule of 3.5%. All increases will be displayed in Appendix I.
- 6.1.2 Stipends for graduate degrees will be prorated to the employee's full-time equivalent (FTE) and work year. A maximum of one Master's degree stipend will be credited per individual employee. A maximum of one Doctorate degree stipend will be credited per individual employee. The Master's degree or the Doctorate degree annual stipend for a full-time equivalent (FTE) will be fifteen hundred dollars (\$1,500). Should an individual have both a Master's degree and a Doctorate degree, the individual will receive an additional annual stipend of four hundred dollars (\$400). When prorating stipends, a minimum stipend for a Master's degree or Doctorate degree will be a minimum of four hundred dollars (\$400).
- 6.1.3 Bilingual Stipend: Employees that acquire CTC authorized bilingual certification such as BCLAD or CSET: World Languages Exam will receive an ongoing stipend. The stipend amount for a 1.0 FTE position will total \$1,500 on an annual basis. Stipends will be prorated for part-time assignments and/or partial year service.

6.2 Responsibility Factor

- 6.2.1 A Responsibility Factor of an additional 10 percent (10%) of salary shall be paid to those Resource Specialists performing case management duties in addition to their regular duties.
- 6.2.2 A Responsibility Factor of an additional ten percent (10%) of salary shall be paid to the Head Teacher at a site having three or more teachers for the additional duties and coordination responsibilities required.
- 6.2.3 A Responsibility Factor of an additional ten percent (10%) of salary shall be paid to Program Specialists in recognition of the specialized responsibilities inherent in the position.
- 6.2.4 Case management and head teacher assignments are made annually by the Director. Case management duties are listed in Appendix A-1. Head teacher duties are listed in Appendix A-2.

- 6.2.5 A standing responsibility factor committee shall be established to review eligibility for individuals not currently included to receive the ten percent Responsibility Factor. Three committee members will be selected by the Superintendent and three members selected by the Santa Cruz County Education Association.

The purpose of the committee shall be to consider individual cases not previously considered within the previous two (2) years, unless duties have changed significantly, and make recommendations as to whether these persons should be receiving the additional ten percent Responsibility Factor.

6.3 Health and Welfare Benefits

- 6.3.1 For bargaining unit members working a minimum of .8 FTE (full time equivalent), the County Superintendent shall provide a health and welfare benefit plan for eligible staff members and dependents outlined in Appendix D, 2018-2019 Health and Welfare Benefits (medical, dental, vision, and life).
- 6.3.1.1 For bargaining unit members with an effective hire date on or after July 1, 2006 and working a minimum of .5 FTE and up to .79 FTE, the County Superintendent shall pay a prorated share of the employer's contribution of the health and welfare benefit plan for eligible staff members and dependents. Prorated contributions will be paid based on the equivalent FTE of the eligible staff member.
- 6.3.2 Effective October 1, 2022 through September 30, 2023, for eligible Unit members, the County Superintendent of Schools shall contribute up to an amount comparable to fifty percent (50%) of the increased cost to the high HMO medical plan and fifty percent (50%) of the increase in dental, vision and life for 2022-23 health and welfare benefits (medical, dental, vision and life) outlined in Appendix D. It will be the bargaining member's responsibility to pay for any additional cost to health benefits. The balance of the increased cost of benefits will be paid by the employees via an employee payroll deduction.
- 6.3.3 Absent a negotiated agreement on health benefits by September 30, 2022, and should there be an increase in the cost of health and welfare benefits for 2022/23, the Santa Cruz County Office of Education will increase its contribution 50% of the increased cost of the benefits. The balance of the increased cost of benefits will be paid by the employees via an employee payroll deduction.
- 6.3.4 For 2011-2012, the redistribution of the Health JPA reserve funding, estimated at \$193,000 or \$624 per eligible full time employee, will be retained by the employer. In lieu of an employee stipend and future JPA redistribution, the County Superintendent of Schools will provide a one-time health augmentation of \$1000 for all active employees as of July 1, 2011 working a minimum of .75 FTE (Full Time Equivalent). Association members providing active service below the .75 FTE will receive a pro-rated amount as an augmentation.

- 6.3.5 The Association agrees to relinquish all claims and rights to negotiate for any future redistribution of the dental reserve currently administered through the Santa Cruz County Health Insurance Group JPA. As a *quid pro quo* the Superintendent agrees to provide each eligible Association member with a one-time health augmentation of \$1000 plus an additional one-time augmentation equal to two percent (2%) of the eligible employee's base salary.

Eligibility to be defined as active employees as of July 1, 2012 working a minimum of .75 FTE (Full Time Equivalent). Association members providing active service below the .75 FTE will receive a prorated amount as an augmentation.

- 6.3.6 Unit members have an option to enroll domestic partners in the health and welfare benefit plans. Members electing this option must follow all the procedures and eligibility requirements as outlined by the Self Insured Schools of California (SISC).
- 6.3.7 A Health and Welfare Advisory committee shall be activated as needed to review cost containment proposals relating to health and welfare benefits and to provide advice to the Superintendent. These committee members will be selected by the Superintendent and three members selected by the Santa Cruz County Education Association. A chairperson shall be appointed by the Superintendent who shall be responsible to convene meetings at least annually, or as appropriate, to disseminate and discuss pertinent information.
- 6.3.8 The County Office of Education will pay the employer's contribution for Medicare coverage for participating employees hired before April 1986. The employee's contribution will be paid by the participating employees and will be deducted from participating employees' pay warrants. Payment and deductions will be retroactive to July 1, 1990, and will begin when the County Office of Education is notified that its request for coverage is approved.

Medicare coverage payments for employees hired after March 1986 will continue as is.

- 6.3.9 The County Superintendent of Schools will implement the Flexible Benefit Plan under I.R.S. Section 125 for those employees electing to participate.
- 6.3.10 Beginning in the 2005-2006 fiscal year, as a priority in total compensation provided, the employer will deposit the equivalent of point seven five percent (0.75%) of base salary in the certificated retiree benefit account to fund the future cost of certificated retiree health benefits. In the 2006-2007 and 2007-2008 fiscal years, as a priority in total compensation provided, the employer will deposit an additional point seven nine percent (0.79%) of base certificated salary for each of the two fiscal years in the certificated retirement benefit account to fund future cost of certificated retiree health benefits.

6.4 Professional Growth

The County Superintendent and the Santa Cruz County Education Association encourage professional growth both through formal course work at an accredited college or university or through such activities as college and adult education courses, institute learning programs, conference and workshops, approved and accredited on-line and distance learning, holding an elective office in related organizations, County Office of Education sponsored classes, educational travel, professional writing, committee work, and other professional activities.

The Professional Growth Committee shall be composed of two Association members represented by one member each from the Special Education and Alternative Education departments and one administrator from the Human Resources department and the superintendent's designee for a total of four members.

The Association shall select its representatives to the Professional Growth Committee by October 1 of each year.

6.4.1 Requirements for Step Advancement on Salary Schedule

6.4.1.1 Bargaining unit members shall receive an increment step advancement for each year of experience, serving a minimum of 75% of a school year.

6.4.1.2 If an employee receives a final summary rating of a "needs to improve" or "unsatisfactory" on an evaluation, the increment step is withheld until all growth objectives have been met. Once the growth objectives are met, then in the subsequent year, movement toward an increment step will commence.

6.4.2 Obtaining prior Approval for Professional Growth and/or Professional Growth for Column Movement

6.4.2.1 Prior approval, utilizing the Request for Approval of Professional Growth for Salary Recognition Form, is required for all professional growth credit except for upper division and graduate university units or COE approved courses. Prior approval is recommended for upper division or graduate university units.

6.4.2.2 The Superintendent's designee will forward all Requests for Professional Growth or completed credit to the Professional Growth Committee which shall review the request, and if necessary, discuss any issues with the individual initiating the request, and prepare a written recommendation for further action and submit the recommendation to the Superintendent's designee.

6.4.2.3 The Superintendent's designee will review the Professional Growth Committee's recommendation and provide his/her recommendation. If the Superintendent's designee does not approve the recommendation, the individual seeking approval may request a review and consideration by the County Superintendent of Schools.

6.4.3 Obtaining Salary Recognition for Professional Growth

During April of each year, certificated personnel desiring salary recognition for professional growth shall submit through his or her program manager to the Superintendent's designee:

- 6.4.3.1 A listing of credits and/or units earned or anticipated to be earned during the current school year (September 1 through June 30); and
- 6.4.3.2 A statement as to whether the individual anticipates earning a sufficient number of credits and/or units during the period of July 1 through September 30 of the next school year to cause a change in the placement of the individual on the salary schedule.
- 6.4.3.3 Credits and/or units shall be allowed for advancement on the current year salary schedule if they are reported and verified in the office of the Superintendent's designee by the close of the workday preceding October 1 of each year. If not reported and verified by that date/time, salary recognition shall not be given until the following school year. Employee should complete a Request for Approval of Professional Growth Credit for Salary Recognition.
- 6.4.3.4 For salary recognition for college or university course work, it is the responsibility of the staff member submitting the request to supply course descriptions and other pertinent information relevant to the request for salary recognition. Prior approval from the Superintendent's designee is required for all lower division coursework. All coursework shall be related to the requirements of the current classroom or work assignment.
- 6.4.3.5 For salary recognition for professional growth other than college or university work, the staff member shall supply all pertinent data required to justify the request. Conference brochures or workshop flyers should be attached to the request form. Documentation will also be supplied by the employee for other qualifying activities. Fifteen (15) hours of approved activities will equal one (1) unit of semester credit. Credit will be approved in not less than five (5) hours (1/3) credit increments.
- 6.4.3.6 Of the units required for advancing from one column to another on the approved salary schedule, only ten (10) units for other than college or university work can be credited for professional growth.
- 6.4.3.7 Where university unit credit is offered and purchased by the staff member, if other expenses for attendance are paid for by the Santa Cruz County Office of Education, e.g., release time, registration, and lodging, staff members may submit requests for salary recognition as specified in sections 6.4.3.4, 6.4.3.5, and 6.4.2.

ARTICLE 7

HOURS OF EMPLOYMENT

- 7.1 The Santa Cruz County Office of Education recognizes the fact that unit members are professionals dedicated to fulfilling their responsibilities in the wide variance of programs offered by the Office and therefore it may not be possible for staff to adhere to a structured work schedule.
- 7.2 Work Year – The certificated staff shall be required to work 185 days per year, consisting of 180 student days, generally one (1) day for Orientation, one (1) day as a teacher work day, and three (3) staff development days. The date for the first day of student instruction and the last day of student instruction shall be negotiated within the constraints of district calendars.
- 7.2.1 Certificated staff, assigned to a school district site or campus, are required to provide service on the same instructional days as those adopted by the host school district. The requirement shall total 180 instructional days.
- 7.2.2 Certificated staff will submit and seek approval of their tentative work year calendar proposed for the school year. Submission of the proposed calendar will be accomplished by the end of the second week of school and provided to the program administrator for their approval.
- 7.2.2.1 If available, the Employer shall provide certificated staff members assigned to multiple sites district calendars on or before June 1.
- 7.2.3 All other certificated staff shall be assigned to the work year calendar adopted by the Santa Cruz County Office of Education.
- 7.2.4 Work-related modifications in the calendar may be made with approval of the program administrator. Bargaining unit members may seek modifications in their work calendar in order to participate in approved professional development activities as long as they work the days required in section 7.2 above. The placement of staff development days within the work calendar shall be negotiated.
- 7.3 Work Week - The regular workweek for all certificated staff shall not average more than a total of thirty- seven and one-half hours (37 1/2).
- 7.4 Work Day
- 7.4.1 The regular workday shall consist of seven and one-half (7 1/2) hours and shall include a duty free lunch of at least thirty (30) minutes.
- 7.4.2 In the event that it is unsafe to take a thirty (30) minute duty free lunch, the employee shall contact their immediate supervisor in order that arrangements may be made to ensure the lunch break.

- 7.4.3 The start of the workday for each employee shall be not less nor more than thirty (30) minutes prior to the arrival of students. The workday may be altered by mutual consent of the parties.
- 7.4.4 The starting time requirement may be altered at the sole discretion of the County Superintendent or his/her designee. Directors/administrators may authorize an earlier leaving time in individual cases of personal necessity or attendance at other school meetings or activities.
- 7.4.5 Except for an independent study assignment or a single-site assignment, a general education staff member shall not be assigned more than three different subject preparations within the five period teaching day without the staff member's consent.
- 7.4.6 Upon director/administrator approval, classroom teachers may be required to participate in adjunct teaching activities that may necessitate their absence from the classroom for the following: District/COE IEP meetings and annual review meetings; observation of prospective students; parent conferences; program visitations; program planning meetings; in-service training; and/or a job-related conference.
- 7.5 Professional Duties: As part of the regular workday, employees may be required to perform additional professional duties. Such duties may include, but not be limited to, attendance at site meetings; collaborative meetings and general staff meetings; attendance at parent meetings, including home visits; student activities; site change preparation; and Individualized Education Program (IEP) meetings. Employees shall not be required to serve more than an average of ten (10) hours per month beyond their regular workday in carrying out these duties.
 - 7.5.1 Overtime Defined In the event an employee is unable to complete their professional duties within the ten (10) hours per month beyond their regular work day, i.e., 150 hours per four (4) week total work time, the employee may request to work overtime from the immediate supervisor. The immediate supervisor shall respond to such request within five (5) work days.
 - 7.5.2 Compensation for Overtime
 - 7.5.2.1 All authorized overtime hours shall be compensated at a rate of pay equal to time and one-half the regular hourly rate of pay of the employee.
 - 7.5.2.2 Compensatory time off may be allowed in lieu of cash payment if mutually agreed by both parties. Compensatory time off shall be at the rate of one and one-half times the regular rate and shall be taken within twelve (12) months following the pay period in which it was earned.
- 7.6 Extended Year for Special Education and Community Schools
 - 7.6.1 Definition - Extended year shall be defined as additional days worked beyond the regular school year contract.

7.6.2 Salary - Salary will be based on each certificated employee's salary schedule placement in effect for the school year preceding the extended year. Salary will be pro-rated according to length of workday for each employee. However, no employee will be paid less than \$25.00 per hour.

7.6.3 Assignment

7.6.3.1 The length of day, number of days and starting and ending dates of extended year will be negotiated Ad Hoc with Association representatives prior to May 1 preceding Extended Year. The Santa Cruz County Office of Education will announce available Extended Year positions no later than May 15th.

7.6.3.2 Priority for Extended Year assignments will be based on:

- (1) first - current assignment
- (2) second - seniority (date of hire)
- (3) third - Appendix C

ARTICLE 8

CERTIFICATED PERSONNEL EVALUATION

(See Certificated Evaluation Program Handbook)

- 8.1 The County Superintendent of Schools and the Association understand that the purpose of personnel evaluations is to enhance staff development so as to maintain and improve the quality of education provided by the Department.

The County Superintendent accepts the responsibility to create a favorable climate for each certificated staff member in order that program goals and objectives stated for each of the programs and functions conducted by the Santa Cruz County Office of Education might be more fully realized. Defining the extent to which such goals and objectives are being met is the reason for the continuing, constructive and cooperative experience of program and staff evaluation.

- 8.2 The County Superintendent and the Association agree that a successful evaluation program requires mutual respect and confidence between the evaluator and the person evaluated.

The outcome of the evaluation process is the continuing assessment of the stated program goals and objectives and the development of ways to assist certificated staff members to apply their professional competencies to achieve desired program effectiveness.

- 8.3 The Superintendent recognizes their responsibility to provide the financial and personnel resources to conduct evaluation activities.

8.4 Evaluator(s)

An evaluation team will include the staff member to be evaluated and his or her evaluator. The County Superintendent will identify the evaluator. The evaluatee may ask that a certificated colleague also be a member of the team.

If the evaluator and the evaluatee are unable to agree on the selection of that colleague, the evaluator will appoint the third member, or at the staff member's option, the evaluation will proceed with the two-member team.

8.5 Evaluatee(s)

Members of the unit in probationary or temporary status shall be evaluated at least each school year. Members of the unit in permanent status shall be evaluated at least once every two years with the exception of those permanent staff meeting the requirements of Ed Code 44664, allowing for evaluation every five (5) years. Certificated staff qualifying for the five-year evaluation cycle must: 1) be permanent, 2) meet NCLB/HQT requirements (if applicable), 3) have ten (10) years of service in the County Office of Education, 4) have their most previous evaluation rated as meeting or exceeding standards, and 5) have agreement between themselves and their evaluator on the five-year cycle.

Prior to October 1, each evaluatee shall be given a copy of the Santa Cruz County Office of Education Certificated Evaluation Handbook that has been approved by the Evaluation Committee and negotiations teams. The handbook will outline the evaluation procedures and timeline as adopted in this agreement.

8.6 Goals and Objectives

8.6.1 Time Limits

At a time mutually agreed upon by the evaluator and evaluatee prior to November 15 of an evaluation year, each staff member shall meet with the evaluator responsible for the evaluation. The evaluatee will be given a copy of the evaluation instrument and his/her job description. Any new staff member or staff member transferred or reassigned to a new site/program and any staff member returning from an approved leave of absence after the beginning of the regular work year shall meet with his/her evaluator within eight weeks of his/her first working day.

Upon hiring, each staff member will be given a current copy of his/her job description, which shall form, in part, the basis of his/her evaluation.

8.6.2 Developing Objectives

At the time of their meeting, the evaluator and the evaluatee shall develop, in writing on forms provided, objectives and standards of the performance for instructional and non-instructional staff members and the ways in which data about these objectives shall be collected. Data shall be collected to assess staff member competency as reasonably relates to:

- 8.6.2.1 Learner growth and development as stated in the instructional goals and objectives;
- 8.6.2.2 Success in meeting management objectives as stated in the job description and program descriptions;
- 8.6.2.3 Instructional techniques and strategies used by staff member;
- 8.6.2.4 Adherence to curricular objectives;
- 8.6.2.5 Establishment, maintenance and successful management of a safe and suitable instructional environment, including reasonable efforts to identify and use safe work practices within the scope of the employee's responsibility and control;
- 8.6.2.6 Productive relationships with students, co-workers, parents and the community; and
- 8.6.2.7 Professional growth.

8.6.3 Mitigating Circumstances

Each staff member shall have the right to identify any constraints that the staff member believes may inhibit his or her ability to meet objectives and standards. These shall be identified in advance and noted in the goals and objectives.

8.6.4 Disagreements

Should there be a failure to reach mutual agreement on objectives, the parties shall attempt to mutually agree on a third party, who is to resolve the dispute. Should the two parties fail to agree on a third party, then an appeal shall be made to the evaluator's supervisor, who is to resolve the dispute.

8.6.5 Review

Provisions for periodic review and modification of objectives shall be determined mutually by the evaluator and evaluatee. If a mutual agreement cannot be reached, the disagreement shall be adjudicated as in 8.6.4 above.

The staff member may add a written statement to the goals and objectives describing any mitigating circumstances identified after goals were initially developed.

8.7 Methods of Assessment (*See Certificated Evaluation Program Handbook*)

The evaluator may utilize, but is not limited to, the following methods of assessing performance:

8.7.1 Personal observations and conferences both formal and informal;

8.7.2 Review of pupil records;

8.7.3 Self-assessment by the staff member, Portfolios, Partner Performance Review;

8.7.4 Other appropriate pertinent data, personal judgments and information which relate to the identified objectives and standards.

8.8 Observations

8.8.1 Formal

When a formal observational visitation is used to obtain evaluation data on objectives, it shall be conducted in the following manner. Prior to the formal observational visitation, the evaluator shall meet with the evaluatee to determine:

8.8.1.1 The date and time of the visitation;

8.8.1.2 The specific activities that shall be observed;

- 8.8.1.3 The techniques that shall be used to relate the activities to the achievement of the staff member's objectives.

Within 10 workdays following a formal observational visitation, the evaluator shall complete a written report of the observation and shall meet with the evaluatee to discuss the observation. The written report shall include reference to the items listed in 8.6.2 above. The staff member shall be given a copy of the written report.

Any staff member who receives a written report identifying unsatisfactory performance shall be entitled to follow-up subsequent observations, conferences and written reports.

No fewer than two formal observations of at least 30 minutes each will be made during an evaluation cycle.

Formal observations shall be held no later than the end of the first full week in December and the end of the second full week in March.

All staff members will sign on the final page of their evaluation that they have received a copy.

8.8.2 Informal

- 8.8.2.1 The evaluator may use unscheduled and informal site visits and observations as an additional evaluation tool.
- 8.8.2.2 The evaluator may include observations noted in informal visitations in the summary evaluation.
- 8.8.2.3 Any concerns observed and noted informally, and anticipated to be included in the evaluation summary must be discussed with the staff member within ten working days. If the evaluator made any notes or written record of the informal observation, the staff member shall be given a copy no later than ten working days or at the next formal appraisal conference, whichever comes first.

8.9 Formal Evaluation Summary Meeting

8.9.1 Time

The final evaluation summary meeting shall be held no later than May 1.

8.9.2 Manner

The formal evaluation should be conducted in the following manner:

- 8.9.2.1 The evaluator shall establish a time to meet with the staff members.

- 8.9.2.2 The evaluator shall prepare the Certificated Employee Evaluation Summary for the staff member and will provide the staff member a copy at the meeting.
- 8.9.2.3 The staff member shall be encouraged to present his/her own independent appraisal for discussion and review in the formal evaluation.
- 8.9.2.4 The staff member will sign the report; however, signature only indicates reception, not necessarily agreement, with the evaluation. Within 15 working days, the staff member may attach a written rebuttal to the formal Evaluation if he/she desires.

8.10 Unsatisfactory Performance

If, prior to or upon completion of an evaluation, an employee's performance is deemed unsatisfactory, the employee will receive written notice of the unsatisfactory performance. The written notice shall include:

- 8.10.1 A written description of the performance deemed unsatisfactory.
- 8.10.2 Specific recommendations on how to improve.
- 8.10.3 Other assistance as appropriate and reasonable.

Any notice of unsatisfactory performance may include the requirement that the staff member shall, as deemed necessary by the evaluator, participate in a program designed to improve appropriate areas of the employee's performance. The duration of the program will be established by the evaluator in consultation with the evaluatee. The cost of this program will be covered by the County Superintendent's Office.

Participation in a recommended program extending past the employee's normal working day or involving attendance on weekends or holidays shall not be required but may be recommended. Refusal of an employee to comply with such recommendations shall not be used as indication of further performance deficiency.

When a permanent staff member has received an unsatisfactory evaluation, he/she shall be evaluated at least annually until a satisfactory evaluation is received or is no longer employed by the County Office of Education.

8.11 Development of Forms

Evaluation forms are developed by the Santa Cruz County Office of Education. The Office is obligated to review periodically, and revise as necessary, the evaluation instrument. The Office shall consult with the Association regarding the forms prior to implementation. Each employee will be provided a copy of the Certificated Evaluation Program Handbook.

- 8.12 Copies of the staff member's evaluation shall go to the person evaluated and to the staff member's personnel file. The evaluator may retain a copy of the evaluation.

8.13 Evaluation Timeline

*8.13.1	Staff member and evaluator(s) complete CERTIFICATED EMPLOYEE EVALUATION AGREEMENT	No later than November 15
*8.13.2	Evaluator(s) completes first formal observation	No later than end of first full week of December
8.13.3	Evaluation team completes first formal appraisal session to discuss written report of observation	Within 10 workdays of date of observation
*8.13.4	Evaluator(s) completes second formal	No later than end observation of second full week of March
8.13.5	Evaluation team completes second formal appraisal to discuss written report of observation	Within 10 workdays of date of observation
*8.13.6	Evaluator(s) completes CERTIFICATED EMPLOYEE EVALUATION SUMMARY and holds meeting to discuss SUMMARY with staff member	No later than May 1

*These dates shall be noted on the appropriate SCCOE department calendars.

ARTICLE 9

PERSONNEL FILES

- 9.1 Materials, which may serve as a basis for affecting an employee's status shall be in the individual's personnel file and will be available for inspection by the employee except that such material shall not include ratings, reports, or records that were:
- 9.1.1 Obtained prior to the employment of the employee;
 - 9.1.2 Prepared by identifiable examination committee members;
 - 9.1.3 Obtained in connection with a promotional examination.
- 9.2 The employee shall have the right to inspect such material in the personnel file, except that listed above, upon request by appointment, providing such request and the review to occur during periods other than scheduled contact time with students.
- 9.3 If information to be filed in an employee's personnel file is derogatory, the employee shall be notified within five (5) days before the filing and permitted to review the information and make written comment thereon. Such review may take place during the employee's working hours without loss of pay.
- 9.4 In the event that the employee exercises the option to make further written comment concerning the material proposed to be included in the file, the original documents shall be clearly marked "SEE ATTACHED COMMENT". The failure to comply with the requirement of this paragraph will not abrogate the right of the County Superintendent to take action affecting an employee's status.

ARTICLE 10

LEAVES

10.1 Sick Leave

- 10.1.1 Certificated personnel are allowed one (1) day per month sick leave annually, (10 months - 10 days, 12 months - 12 days). There is no limit to the number of sick leave days that may be accumulated. If a certificated person is employed late or on a part-time basis, the days are prorated.
- 10.1.2 An employee will receive full pay for those days of absence covered by accumulated sick leave. Except in cases of emergency, all employees shall give notice of the impending absence to their site supervisor, or the appropriate secretary, during the working day preceding the absence.
- 10.1.3 The employees must arrange for substitutes by contacting the substitute system and providing an anticipated duration and reason for the absence.
- 10.1.4 A sick leave day once commenced may not be reinstated as a working day.
- 10.1.5 No payment for sick leave shall be made until submission by the employee of the time sheet, signed by the employee and principal or immediate supervisor.
- 10.1.6 Upon advance notice to County Superintendent or his representative, a physician's written verification of the reason for absence due to illness or accident may be required prior to payment.
- 10.1.7 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of any employee who has been absent from duty due to illness or accident.
- 10.1.8 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected from a panel of doctors formed by the Superintendent in consultation with the Association, and any cost of such examination not covered by the existing health insurance plan shall be borne by the employee who shall be reimbursed by the County Superintendent upon presentation of the paid bill. The employee shall authorize the release of the results of the examination to the County Superintendent.
- 10.1.9 Any regular certificated employee who accepts a position requiring certification qualifications with the County Superintendent will be authorized to transfer all accumulated unused sick leave credit from the following California public entities: another school district; a County Superintendent of Schools; the State Department of Education; the office of the Chancellor of the California Community Colleges; or the Commission for Teacher Preparation and Licensing. Such prior employment must have been in excess of one (1) year.

To be eligible to transfer such leave, service with the County Superintendent must commence during the second year of employment with one of the above entities, or thereafter, while still so employed. Additionally, an employee will remain eligible to transfer such leave, if in the school year succeeding the termination of employment with one of the above entities, the employee either signifies acceptance of a position or commences employment with the County Superintendent.

- 10.1.10 When employment with the County Superintendent is severed, there will be no cash reimbursement for unused accumulated sick leave. If transferring to another public entity the County Superintendent will forward a report upon request of the employee. In the event that more sick leave is used than earned, the unearned portion will be deducted from the final warrant.

10.2 Extended Disability Leave

- 10.2.1 If a member of the unit is absent from duty on account of illness or accident, whether or not the absence arises out of or in the course of employment, after all current sick leave is exhausted, for a period of five (5) school months or less, the employee shall receive the difference between his/her pay and the amount paid the substitute to fill the employee's position, or if, after every reasonable effort, no substitute is employed, the established amount that would have been paid had a substitute been employed. During this five (5) school month period, an absent employee may exhaust any unused, accumulated sick leave so as to continue to receive full compensation.
- 10.2.2 For the purpose of this leave, the five (5) school month period shall not commence until following exhaustion of the unused portion of the current year's sick leave provided in paragraph 10.1 above.
- 10.2.3 This leave requires monthly certification by the employee's physician, on a form provided by the County Superintendent, that the employee is physically or mentally disabled and unable to perform his/her duties.
- 10.2.4 Satisfactory evidence that the employee is physically and mentally fit to return to duty may be required of an employee who has been absent from duty due to illness or accident.
- 10.2.5 When requested by the County Superintendent, an employee shall undergo a physical or mental examination by a doctor selected by the Superintendent, in consultation with the Association, and any cost for such examination not covered by the existing health insurance plan shall be borne by the employee who shall be reimbursed by the County Superintendent upon presentation of the paid bill. The employee shall authorize the doctor to release the results of the examination to the County Superintendent.

10.3 Maternity Disability Leave

- 10.3.1 This leave commences with the onset of disability due to pregnancy. The employee may claim sick leave pay and extended disability pay for no more than that limited period of time when the employee's physician or licensed mid-wife certifies, in writing, on the form provided by the County Superintendent, that she was actually physically disabled from performing her duties because of pregnancy, miscarriage, childbirth, recovery there from. In any event, this leave will not exceed those periods provided by paragraphs 10.1 or 10.2, above.
- 10.3.2 At least four (4) months prior to the expected birth of the child, the employee shall submit to the County Superintendent, a physician's or licensed mid-wife's statement noting the expected date of birth. An employee may continue to work until the onset of physical disability as verified in writing by the employee's physician or licensed mid- wife on a form provided by the County Superintendent.

10.4 Personal Necessity Leave

- 10.4.1 Certificated employees are allowed seven (7) days each school year for personal necessity leave. Such leave will be deducted from accrued sick leave. The days allowed may not exceed the number of days of illness or injury leave provided under paragraph 10.1 above, to which the employee is entitled.
- 10.4.2 Personal necessity shall not be available for the purpose of personal convenience or for activities which could take place outside of regular work day including absences for vacation, recreation, seeking employment, shopping, traveling and similar activities not of an emergency nature.
- 10.4.3 Whenever possible, unit members shall give three (3) working days advance notice before taking a personal necessity leave day.

10.5 Personal Business Leave

- 10.5.1 Certificated employees are permitted a maximum of two (2) days of Personal Necessity Leave each school year to conduct personal business. Such leave will be deducted from accrued sick leave and the number of personal necessity days outlined in 10.4.1 of this Agreement.
- 10.5.2 Personal business leave shall not be available for the purpose of personal convenience or for activities which could take place outside of regular work day including absences for vacation, recreation, seeking employment, shopping, traveling and similar activities not of an emergency nature.
- 10.5.3 The certificated employee will provide a minimum five (5) days written notice, if possible, to his/her supervising administrator of their intent to utilize this leave.
- 10.5.4 Prior to utilizing personal business leave; all certificated employees must make an effort to secure a substitute, if required, to cover their regularly assigned duties.

10.6 Industrial Accident or Industrial Illness Leave

Industrial accident or industrial illness leave is granted to an individual as a result of a job connected accident or illness and is in addition to regularly accrued sick leave.

- 10.6.1 Allowable leave with pay shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
- 10.6.2 Allowable industrial accident or industrial illness leave shall not be accumulative from year to year.
- 10.6.3 This leave will commence on the first day of absence.
- 10.6.4 Payment for wages lost on any day, when added to an award granted the employee under the Worker's Compensation laws of this State, shall not exceed the employee's actual wage if he/she were on the job.
- 10.6.5 This leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
- 10.6.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury occurred, for the same illness or injury.
- 10.6.7 Entitlement to this leave will be based upon finding that the disability has been due to industrial accident or illness. In case the findings do classify a claim as a disability case, regular sick leave will not be deducted for absence due to the industrial accident or illness until this leave, if granted, has been exhausted.

10.7 Bereavement Leave

- 10.7.1 An employee is entitled to a leave of absence, with full pay, not to exceed five (5) days, in the event of the death of a spouse or significant other of an employee. In the event of a death of a member of the immediate family, other than the spouse or significant other, an employee is entitled to a leave of absence with full pay, not to exceed three (3) days or five (5) days when travel beyond a two hundred fifty (250) mile radius is necessary in connection with the bereavement leave.
- 10.7.2 Immediate family, as used in this paragraph, means the mother, father grandmother, grandfather, or the grandchild of the employee or of the employee's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
- 10.7.3 "Significant Other" shall mean a person (of either sex) who [a] resides with and shares the common necessities of life with the employee; [b] is not married to anyone; [c] is not related by blood to the employee closer than would bar marriage in the State of California; [d] is mentally competent to consent to a contract; and [e] signs a declaration that he/she is the employee's sole significant other, meets all other requirements set forth above, and agrees to notify the SCCOE if there is a change in circumstances attested to.

10.7.4 In order for an employee to change the designation of his/her significant other, at least six (6) months must have passed since he/she has filed a statement of termination of the previous significant other relationship.

10.8 Jury Duty/Subpoenaed Witness Leave

10.8.1 A leave with pay shall be granted to employees called for jury duty in the manner provided by law.

10.8.2 An employee who receives a jury summons shall submit a copy of the summons to his/her supervisor.

10.8.3 At the conclusion of jury duty, the employee shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the employee. This shall be attached to the Leave of Absence Report.

10.8.4 Payment shall be made to the County Superintendent in the amount of the statutory fees that the employee has received for attendance as a juror, excluding the statutory mileage fees.

10.9 Sabbatical Leave

This leave is granted in accordance with County Board Policy 4152.1 Sabbatical Leave, as attached hereto. (Appendix B).

10.10 Uncompensated Leave

10.10.1 The County Superintendent may grant any member of the unit who has gained permanent status an unpaid leave of absence for a period not in excess of one school year.

10.10.2 The employee shall request such leave as soon as is practical but at least thirty (30) days prior to the date on which the leave is to begin. Such a request shall be in writing and shall include a statement as to the purpose of the leave and the dates the employee wishes to begin and end the leave. It is expressly understood that leaves commencing at the beginning of a school year, may be scheduled to end on, or around, the middle of the service year.

10.10.3 The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 of the school year in which the leave is granted. An employee on this leave shall notify the County Superintendent prior to February 15, of the year during which the leave is being taken that the employee will return to duty the ensuing school year. Failure to comply with this requirement will constitute a resignation on the part of the employee effective at the close of the school year in which the employee is on leave.

10.10.4 There shall not be a diminution of employment status for those granted this leave except that while on this leave status, no person shall be entitled to compensation, including health benefits, neither shall they earn credit for a service year nor step increment on the certificated salary schedule.

10.11 Catastrophic Sick Leave

See Appendix E for an explanation of the Catastrophic Leave Bank including definition, eligibility, required contributions, withdrawals and administration.

10.12 Family Leave

- 10.12.1 Employees who qualify are entitled to use Family Medical Leave Act (FMLA) leave/California Family Rights Act (CFRA) leave for a maximum of twelve (12) weeks during a twelve (12) month period for the birth or adoption of a child, for the employee's own disability, or to care for a parent, spouse, or child with a serious health condition. ("Child" means biological, adopted or foster child, stepchild, a legal ward or a child of a person standing in "loco parentis" for an adult dependent child. "Parent" means a biological, foster, adoptive, stepparent, legal guardian or other person who stood in "loco parentis" to the employee when the employee was a child.)
- 10.12.2 FMLA leave will be available for qualifying employees to care for a family member who is an injured service member and is undergoing medical treatment, recuperation, or therapy, is an outpatient of a military medical facility or care unit, for a serious injury or illness incurred in the line of duty during active duty. The qualifying employee may be the spouse, son, daughter, parent or next of kin of the service member of the Armed Forces, National Guard or Reserves. This leave is for as much as twenty-six (26) weeks during a twelve (12) month period.
- 10.12.3 FMLA leave will be available for qualifying employees who are family members of active-duty National Guard and Reserves members for any qualifying exigency arising out of the fact that the family member is on active duty or called to active duty status in support of a contingency operation. This twelve (12) week leave in a twelve (12) month period may be taken for qualifying exigencies which include: Short-notice deployment; military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation; post-deployment activities; and additional activities not encompassed in other categories but agreed to by both the County Superintendent and/or designee and the employee.
- 10.12.4 To qualify, a certificated employee must have rendered one year of continuous service and have worked a minimum of 1250 hours in the twelve months immediately preceding the requested leave. For eligibility purposes, full-time ten (10) and eleven (11) month employees are deemed to meet the 1250 hour test
- 10.12.5 Granting of this leave allows the qualified employee to return to the same or an equivalent position as the one held at the start of the leave, and to maintain health insurance under the County Office of Education's policy during twelve weeks unpaid leave as long as the employee pays the employee's portion of the cost.
- 10.12.6 CFRA and/or FMLA leave taken for the birth, adoption, or foster care placement of a child must be completed within one year of the qualifying event. If both parents are eligible for CFRA leave and both are employed by the District, the leave will be limited to twelve (12) weeks between the two parents.
- 10.12.7

Employees are required to give thirty (30) days' notice in advance of the need to take this leave when the need is known in advance. When the need for leave is unforeseen, the employee must provide as much notice as is practicable.

10.12.8 CFRA and FMLA leave shall run concurrently, not consecutively.

10.12.9 CFRA and/or FMLA leave may be taken intermittently for medical treatment of the employee or employee's child, spouse, or parent. The employee must make a reasonable effort to schedule the treatment to avoid undue disruption to the County Office of Education's operations.

10.13 CFRA Maternity/Paternity Leave

10.13.1 As per CA Education Code section 44977.5, certificated employees are entitled to use up to twelve (12) weeks of sick leave for maternity or paternity leave under the California Family Rights Act (CFRA) as provided in Section 10.12 Family Leave.

10.13.2 After all available leave is exhausted, including all accumulated sick leave, eligible unit members are entitled to use extended disability or "differential leave" as described in Section 10.2 Extended Disability Leave for the remainder of the twelve (12) weeks.

10.13.3 Unit members eligible for CFRA leave may take up to twelve (12) work weeks leave, but if the member has previously exhausted sick leave and differential leave for Pregnancy Disability Leave (PDL) related to the same pregnancy or childbirth, the 12 work weeks or remaining leave will be unpaid. Health benefit coverage will continue during CFRA leave if the employee continues to pay the employee contribution on the set time line set forth by the Payroll/Benefit Department.

10.13.4 Pursuant to CA Education Code 44977.5, an eligible unit member will only be provided one twelve (12) work week period per maternity or paternity in which differential leave may be used. If the school year ends before this twelve (12) week period is exhausted, the employee may take the balance of the twelve (12) work weeks in the subsequent school year if the employee chooses to continue his or her maternity or paternity leave.

10.13.5 A unit member's twelve (12) work weeks of maternity or paternity leave under CFRA shall run concurrently with a unit member's entitlement to take the same leave under the Family Medical Leave Act (FMLA).

10.14 General Provision

Provisions of Sick Leave, Extended Disability Leave, Maternity Disability, Personal Necessity, Industrial Accident or Industrial Illness Leave, Bereavement Leave, Personal Business and Jury Duty/Subpoenaed Witness leaves shall not be construed to apply to any employee during any period when the employee would normally not be performing services for the County Superintendent.

10.15 COVID-19 Supplemental Paid Sick Leave

Emergency Paid Sick Leave under the federal Families First Coronavirus Response Act has expired. Through Senate Bill 95, enacting Labor Code Section 248.2, California has adopted new supplemental paid sick leave provisions of Section 248.2, unit members may utilize up to 80 hours of paid leave for any of the reasons authorized in the law, including but not limited to: completing a mandatory quarantine or isolation period; self-quarantine upon recommendation of a healthcare provider; experiencing symptoms of COVID-19 on the premises; attending an appointment to receive a COVID-19 vaccination; or, experiencing symptoms from a COVID-19 vaccination that prevents the unit member from working.

ARTICLE 11

EMPLOYEE ASSIGNMENT AND TRANSFER

- 11.1 A Vacancy is any unfilled certificated position, including Head Teacher assignments. It means a position in which the employee is qualified to serve and which, is not filled by a permanent or probationary employee. It does not include a position temporarily vacated by a permanent or probationary employee, nor shall it be considered as a specific assignment within the position classification.
- 11.1.1 The Human Resources Office shall post all vacancies on the County Office of Education Website and the bulletin board at the main office of the County Superintendent. The HR Office will also give notice of vacancies to staff members by sending written notice to each certificated mailbox and by posting in the COE weekly staff bulletin.
- 11.1.2 If the vacancy occurs during a period other than the normal teaching year, employees may request that the Human Resources office mail notices to them of any such vacancy. The request must be written and accompanied with a stamped, self-addressed envelope.
- 11.1.3 No vacancy will be filled, by other than a qualified substitute, until the closing date for applications indicated on the notice has passed. All applicants for the position shall be informed in writing of the outcome of their application within ten (10) working days of the date when verification is received in writing by the Human Resources Office that the applicant offered the position has accepted the position so offered. If the determination is made not to fill the vacant position, applicants will also be so advised.
- 11.1.4 By January 15 of each year, the Human Resources Office shall survey current certificated employees to determine whether such staff members intend to return to the employ of the County Office of Education for the next school year. The survey shall provide an opportunity for staff members to indicate an assignment preference for the following year.
- 11.1.5 By February 10, staff members who wish to have their assignment preferences considered must return the survey to the Human Resources Office. This response will be the basis of a Vacancy and New Assignment Request List for the following year. The Human Resources Office will distribute the Vacancy and New Assignment Request List to department managers.
- 11.1.6 Certificated employees who have requested reassignment for the following year will receive notification from the Human Resources Office that such a request has been received and will be given full consideration in accordance with the basic assignment/transfer policy. Such notification will be provided to the employee within fifteen (15) working days of receipt of the request by the Human Resources Office. Each staff member applying for a vacancy shall be given an opportunity to be interviewed. The interview and the standards for assignment (and transfer) set forth in 11.2.1 below will be the basis for recommendation to fill the vacancy.

11.2 Assignment is the annual written notice of placement of a certificated employee in a specific program. An attempt will be made to notify employees of their specific school site as soon as possible. Standards for assignment (and transfer) have been negotiated with the Association and agreed upon. These standards, listed below, will be used in making assignments (or transfers).

11.2.1 In making assignments, it shall be the policy of the County Superintendent to assign personnel so that the needs of the child are best met.

11.2.1.1 An attempt will be made to match student instructional needs with the interest and commitment of certificated personnel in providing the required services for a particular assignment.

11.2.1.2 Staff members must possess the appropriate California license or credential authorizing service in the assignment.

11.2.1.3 Unique and/or special talents, skills and experience(s) and/or advanced or related degrees, training or course work may be required for a specific assignment.

11.2.1.4 Past and current evaluation, if current evaluation has been completed, appraisals, letters of recommendations, complaints and responses to complaints and incident reports as indications of professional ability, attitude, and competency are to be considered.

11.2.1.5 Length of past experience, related experience in the assignment, and seniority will be considered.

11.2.1.6 Impact on the continuity, cohesiveness, and stability of the program as it exists within a specific community will be considered.

11.2.2 Notice of assignment for classroom teachers will be made no later than twenty (20) days prior to the commencement of the teaching year. The notice shall further specify any special requirements of the placement. Staff members whose annual assignment is unlikely to be changed for the following school year shall be notified as soon as possible.

Designated Instruction staff/Itinerant staff shall provide input to the appropriate department Director regarding their assignment within the ten (10) days after commencement of the teaching year but no later than the first Job Alike meeting of the teaching year. A designated program(s) will be identified for Designated Instruction Services (DIS) and Itinerant staff within ten (10) days after commencement of the teaching year.

11.2.3 At any time within twenty (20) working days following commencement of the student year, assignments may be altered due to unanticipated enrollment patterns.

11.2.3.1 Written notice shall be given to the employee to affect such a change and will specify the reasons for the change.

11.2.3.2 If there is a reassignment, a maximum of five (5) workdays will be allowed for the purpose of preparation prior to the commencement of the new assignment. The staff member and appropriate administrator may agree to a shorter preparation period.

11.2.4 Thereafter, a current year assignment may only be terminated for the good of the educational program as determined by the County Superintendent. In such an event, the commencement of duties at a new assignment, which is not agreed to by the concerned employee, shall be subject to the provisions of Paragraph 11.3, below.

11.3 Transfer is any change in the annual assignment of a certificated employee, which has been made pursuant to 11.2, above.

11.3.1 Voluntary Transfer is a change in the final annual assignment within the current teaching year initiated by the employee.

11.3.1.1 Requests for transfers specifying the effective dates for which transfer is requested are to be submitted in writing directly to the appropriate division Assistant Superintendent, or the appropriate department Director. It shall specify one of the following:

11.3.1.1.1 The requested transfer is to fill a currently posted vacancy;

11.3.1.1.2 The employee is submitting a request for transfer whether or not a vacancy exists.

11.3.1.2 The request shall be acknowledged by the appropriate division Assistant Superintendent, within fifteen (15) working days of receipt of the request. The certificated employee may obtain information as to the status of the request by contacting the office of the appropriate division Assistant Superintendent, or the appropriate department Director.

11.3.1.3 An employee offered a transfer requested by that employee will accept the new placement. The request for transfer may be withdrawn if done prior to the offering of a new placement.

11.3.2 Involuntary Transfer is a change in annual assignment within the current teaching year directed by the appropriate division Assistant Superintendent, or the appropriate department Director, with the approval of the County Superintendent.

11.3.2.1 The general policy of the County Superintendent shall be to limit the involuntary transfer of staff members.

11.3.2.2 Unless circumstances exist that potentially endanger the welfare of students and require the immediate removal of the employee from his/her current assignment, the appropriate division Assistant Superintendent, or the appropriate department director, must seek volunteers prior to making an involuntary transfer.

- 11.3.2.3 Except for 11.3.2.2 above the only factors for an involuntary change in assignment shall be:
- 11.3.2.3.1 Fluctuation in the number of students causing an increase/decrease in staff;
 - 11.3.2.3.2 Change in class size requirements;
 - 11.3.2.3.3 To facilitate a change in location of the program to another site;
 - 11.3.2.3.4 To improve the educational program being offered the students, the administrator must specify how a specific change will be expected to aid the improvement of an educational program and shall notify the unit member of this in writing.
 - 11.3.2.3.5 An attempt to improve the teacher's effectiveness, as evidenced during the course of the school year or during the formal evaluation of the staff member. In addition, the evaluator must specify how a specific change will be expected to aid the improvement of the unit member's performance and shall notify the unit member of this in writing.
 - 11.3.2.3.6 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, administration will seek input from unit members prior to making an involuntary transfer.
 - 11.3.2.3.7 Other issues that may relate to the policy regarding assignments set forth in 11.2.1 above.
- 11.3.2.4 If an involuntary transfer is made terminating a current assignment, a maximum of five (5) days following written notification will be allowed for the purpose of preparation prior to the commencement of the new assignment. The staff member and appropriate administrator may agree to a shorter preparation period.
- 11.3.2.5 Nothing precludes the responsible administrator from immediately suspending an employee from his/her assignment if, in the opinion of the administrator, the employee is engaging in conduct identified in Education Code Section 44932.
- 11.3.2.6 Seniority, for the purpose of assignment and transfer, shall be defined as the unit member's first date of paid certificated service under contract with the Santa Cruz County Office of Education.

ARTICLE 12

CLASS SIZE

After teaching assignments have been finally established, the average class size of special day classes or maximum class size for general education, as established by state law, may be exceeded on a permanent basis only following consultation with the teacher involved, if the teacher requests such consultation. In addition to the teacher and the Area Administrator, the consultation may include the case manager, if requested. It shall occur within ten (10) working days following its request.

ARTICLE 13

SHARED CONTRACTS

13.1 Basic Policy and Procedure

- 13.1.1 Contract sharing assignments shall be filled only by certificated staff members who have attained a permanent status.
- 13.1.2 All shared contracts will be on a 50/50 basis, each person being required to work at least fifty percent (50%) of the time.
- 13.1.3 Participants will be expected to formulate their yearly instructional plan before school begins in the fall. Both teachers may be requested to be on duty at the beginning of the school year. The required number of days of full-time duty prior to the beginning of each teacher's assignment shall be established by the appropriate administrator and the total working days shall not be greater than required of other teachers.
- 13.1.4 Participants will share attendance at required faculty meetings, parent conferences, and other activities required of full-time members.
- 13.1.5 Applicants must submit a written proposal for contract sharing to the appropriate administrator, listing the proposed work schedule, assignment, duties, general instruction program, and the advantages to the students. The determination as to whether a contract-sharing request will be approved shall be made by the County Superintendent or his designee.
- 13.1.6 Persons cannot be on shared contracts for more than two consecutive years without the review and the specific approval of the County Superintendent.

13.2 Salary

- 13.2.1 Participants will receive one-half the salary they would receive if they were working full-time.
- 13.2.2 Participants shall receive one-half year of service credit toward advancement on the salary schedule. Two one-half years shall constitute a full year of service credit.

13.3 Fringe Benefits

- 13.3.1 Regular full-time fringe benefits shall be provided for any period in which the employee renders full-time service. Optional benefits paid by the employee during the non-service period may be continued when permitted by the carrier contracts.
- 13.3.2 Should employees on shared contracts opt to work on a daily basis of one-half time, each such employee will pay one-half of the cost of fringe benefits.
- 13.3.3 In no case shall fringe benefits paid to two persons sharing a divided contract exceed one full-time fringe benefit.

13.3.4 Participants will contribute to the State Teachers Retirement System and will receive credit for one-half year of service towards retirement.

13.4 Leaves During Service Year

If a contract sharer leaves due to illness, etc., the remaining partner will be encouraged to take over the full-time teaching of the class. If the partner is unable to assume the full-time assignment, the County Superintendent will attempt to secure a half-time substitute. The County Superintendent shall have the decision making responsibilities in such cases.

13.5 Return to Full-Time Service

13.5.1 A request to return to full-time assignment must be submitted to the appropriate administrator and the Certificated Personnel Assistant on or before February 1, of the school year preceding the school year in which the full-time assignment will take effect.

13.5.2 If a contract sharer desires to go from half time to full-time status, the increase will depend upon the staffing needs of the County Superintendent. The transfer of any person shall adhere to the regular transfer and assignment policies as provided in Article 11.

13.5.3 If at the end of the shared contract service year, one teacher leaves, the other teacher will be required to return to full-time service, if no other teacher desires a half-time contract.

ARTICLE 14

RETIREMENT PROGRAM

Participant Status:

As a condition of participation in the programs below, (with exception of the Reduced Workload Option in 14.4), unit members will resign their position with the County Office of Education, terminating their certificated employment, and enter either CalPERS or CalSTRS service retirement status. In such a status, the retirant will cease to be a member of the Certificated Employee Unit and, will not have rights or responsibilities under the remaining provisions of this Agreement.

The Reduced Workload Program is a pre-retirement option and, as such, does not require an applicant's resignation. This pre-retirement program is open only to members of the California State Teachers Retirement System.

14.1 Retiree Health Benefits

Members of the Certificated Unit may retire and continue participation in the health benefit plans (medical, dental, vision) provided to current certificated employees listed in Appendix D under the conditions listed below. The effects of any change in these plans by the JPA will be negotiated upon request. Unit members hired on or after July 1, 2011, will have their retirement plans frozen at the maximum employer contribution at the time of employee's retirement.

14.1.1 The retirant must be at least fifty-five (55) years of age.

14.1.2 The retirant shall have been an active, full-time employee of the County Office of Education for a period of at least ten (10) consecutive years immediately prior to retirement, or .80FTE employee of the County Office of Education for a period of at least fifteen (15) consecutive years immediately prior to retirement. The County Superintendent may waive the requirement of the ten (10) consecutive years as an active employee or full-time employment requirement for any applicant for this program.

14.1.3 The County Office of Education will pay one (1) year of the medical, dental and vision insurance premiums commensurate to the plan for active members as set forth in AppendixD for each two (2) years of active, full-time employment for the County Office of Education.

14.1.4 The premiums provided under this program will be paid by the County Office of Education for the maximum number of years as determined in 14.2.3 above, but in no event will premiums be paid after the retirant reaches the age of sixty-five (65).

14.2 Reduced Workload Program

The County Office of Education may allow certificated staff who are members of the California State Teachers Retirement System (CalSTRS), the ability to reduce their workload from full-time service to at least half-time (1/2) service.

A staff member who is employed on a part-time basis under this program shall receive the same credit a staff member would receive if the staff member were employed on a full-time basis.

In order to be a participant in this program, the following conditions must be met:

- 14.2.1 The staff member must have completed ten (10) years of full-time, or fifteen (15) years at .80 FTE of satisfactory certificated employment with the County Office of Education and must have reached an age of fifty-five (55) prior to the reduction in the workload.
- 14.2.2 The option of part-time employment must be exercised at the request of the staff member and can be revoked only with the mutual consent of the County Superintendent of Schools and the employee. Staff members selected for participation in this program must resign their full-time employment and shall be rehired as part-time employees at the agreed upon percentage level.
- 14.2.3 Application for participation in this program must be made to the County Superintendent of Schools no later than February 15, of the school year preceding the desired year of participation.
- 14.2.4 A staff member employed under this provision shall be paid a pro-rata share of the salary he/she would be earning if employed full-time. Both the County Office and staff member will continue to pay into the California State Teachers Retirement System (CalSTRS) the amount as if the staff member were employed full-time. The member will continue to receive the same health and welfare benefits provided to certificated staff members working full-time.
- 14.2.5 The minimum part-time employment under this program shall be the equivalent of one-half (1/2) the number of days of service required by the staff member's contract of employment during his/her final year of service in a full-time position.
- 14.2.6 Employees cannot participate in this program for more than five (5) years and cannot participate after the age sixty-five (65) unless they reach age sixty-five (65) during the school year whereupon they may complete that school year. At the end of the five (5) year part-time employment period, the staff member is required to submit a resignation from employment with the County Office of Education.
- 14.2.7 Employees participating in this option and providing satisfactory service during the term of the reduced workload maintain eligibility for retirement benefits as provided under section 14.3 of this Agreement.
- 14.2.8 No more than five percent (5%) of the certificated staff may become participants in this program during each school year.
- 14.2.9 Certificated staff who are members of the California Public Employee Retirement System (CalPERS) are not eligible for the Reduced Workload Option.

14.3 Temporary Service Program

The County Office of Education may contract with unit members who have retired from the COE and elect to return to work to provide services to the COE. Any person retained to furnish such services shall meet the following requirements: The participant shall have retirement status with either the California State Teachers Retirement System or Public Employee Retirement System.

- 14.3.1 The participant shall be appropriately trained, experienced, credentialed, and competent to render services which may include: mentorship, long-term substitute, consultation, program start-up, IEP development, as well as any other needs which cannot be met within the current system. The participating member shall be paid their hourly rate in effect at the time of their retirement.

ARTICLE 15

ASSOCIATION RIGHTS

- 15.1 The Association shall be allowed the use of County Superintendent facilities for necessary meetings when not otherwise in use. All policies and procedures regulating the use of facilities shall be followed.
- 15.2 The Association may utilize school equipment, not otherwise in use, which is normally available to staff within the employees' work areas. Association shall supply all consumable materials used and shall reimburse the County Superintendent for any repairs or damage to the equipment used.
- 15.3 The Association shall have a mail slot at the County Superintendent's main office and shall have the right to post notices of activities and matters of Association concern on bulletin boards. Bulletin boards purchased by the Association may be placed in each school building. Size and location of bulletin boards shall be as approved by the Site Supervisor.
- 15.4 The Association may use the County Superintendent interschool mail for communication to unit members.
- 15.5 Representatives of the Association shall be permitted to transact Association business on school property during non-instructional time and not in the presence of students and in conformance with the regulations of the County Superintendent.
- 15.6 The Association will be provided a roster of the names and addresses of the staff who are members of the certificated unit during the first week of October and the first week of February of each school year. All new unit members shall be requested to complete a personal information notice for the Association at the time of initial hire. That information shall be provided to the Association President within thirty (30) days of hire outside the two timeframes listed above.
- 15.7 A representative from the Association shall have a total of six (6) days of paid leave to attend meetings of the Santa Cruz County Medical Group Joint Powers Authority. It is anticipated that there will be twelve (12) meetings per year of one-half (1/2) day duration. The representative will be responsible for sharing pertinent information with Association members; however, this is not meant to alter the responsibility of the Superintendent to notify all certificated employees of necessary health and welfare benefit information and changes.
- 15.8 If held, the County Superintendent or his/her designee will provide at least ten (10) days' notice of all new employee orientations for bargaining unit members and permit the Association access to such orientations. The Association shall be provided at least twenty minutes at such orientation meetings to discuss the function of the Association and membership information.

ARTICLE 16

PROCEDURES FOR GRIEVANCES

16.1 Definitions

- 16.1.1 A "grievance" is an allegation by a grievant that he/she has been directly affected by a misinterpretation, misapplication or violation of the specific provisions of this Agreement.
- 16.1.2 A "grievant" is an employee covered by the terms of this Agreement with an alleged grievance.
- 16.1.3 A "day" is defined to mean a day the office of the County Superintendent is open and conducting business.

16.2 Informal Level

Before filing a formal grievance, the grievant shall attempt to resolve it by an informal conference with his/her immediate supervisor. The grievant must initiate this informal process within ten (10) days after the grievant knew, or by reasonable diligence would have known, of the act or omission giving rise to the grievance. Failure to file a formal grievance within the specified time limits shall be deemed an acceptance of the decision at the informal level.

16.3 Formal Level

16.3.1 Step I

- 16.3.1.1 Within ten (10) days after the exhaustion of the process at the informal level, the grievant must present his/her grievance in writing on the form prescribed by the County Superintendent or his/her immediate supervisor. (Appendix F)
- 16.3.1.2 This statement shall be a clear, concise statement of the grievance, the specific section of the Collective Bargaining Agreement allegedly violated, the circumstances involved, the decision rendered at informal conference, and the specific remedy sought.
- 16.3.1.3 The immediate supervisor shall communicate his/her decision in writing within ten (10) days after receiving the grievance. Failure by a grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

16.3.2 Step II

- 16.3.2.1 In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision on the form prescribed by the County Superintendent to the Administrator in charge of the employee's educational program, within ten (10) days after receiving a decision from Step 1.

- 16.3.2.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for appeal.
- 16.3.2.3 The Administrator shall communicate his decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified limits shall be deemed an acceptance of the decision.
- 16.3.2.4 In the event that the grievant's immediate supervisor is the administrator in charge of the employee's educational program, Step II is to be bypassed and the grievant may immediately proceed to Step III below.

16.3.3 Step III

- 16.3.3.1 In the event the grievant is not satisfied with the decision at Step II, the grievant may appeal the decision on the form prescribed by County Superintendent to the Assistant Superintendent having responsibility for the overall management of the employee's educational program within ten (10) days after receiving a decision from Step II.
- 16.3.3.2 This statement shall include a copy of the original grievance and appeal, the decisions rendered and a clear, concise statement of the reasons for appeal.
- 16.3.3.3 The Assistant Superintendent shall communicate his decision, in writing, to the grievant within ten (10) days after receiving the appeal. Failure by a grievant to appeal a decision within the specified limits shall be deemed an acceptance of the decision.

16.3.4 Step IV

- 16.3.4.1 In the event the grievant is not satisfied with the decision at Step III, the grievant may make written appeal of the decision to the County Superintendent within ten (10) days after receiving a decision from Step III. The appeal shall take the form of a request calling for the convening of an informal fact finding committee (hereinafter "committee") and shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.
- 16.3.4.2 The committee shall be composed of one person of the employee's choice, one person of the County Superintendent's choice, and one person chosen by these two selected members.
- 16.3.4.3 The selection process shall be completed by both parties within ten (10) days following the appeals receipt by the County Superintendent.
- 16.3.4.4 The expenses attendant to the selection of committee members and the payment of any and all fees charged by the committee members shall be borne and paid by the appointing party.

- 16.3.4.5 The committee, within ten (10) days of its formation, shall meet and consider the original grievance, the decisions rendered, and the statement of the reasons for the appeal. Based solely upon the issues raised in the written record, the committee shall reach a majority position as to the facts of a grievance and recommend terms of settlement. Such recommendations, which shall be advisory only, shall be submitted in writing to the County Superintendent and to the grievant.
- 16.3.4.6 The committee shall have no authority to add to, delete, or alter any provisions of this Agreement, but shall limit their recommended settlement to the application and interpretation of this Agreement's provisions.
- 16.3.4.7 Within ten (10) days following the receipt of the committee report, the County Superintendent shall review the report, the written record and render a final and binding decision on the grievance.

16.4 Miscellaneous

- 16.4.1 Response: If the County Superintendent or his designee fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
- 16.4.2 Conference: Grievants shall have the right to a conference, upon request, at each level.
- 16.4.3 Records: All records of the proceedings shall be retained by the Personnel Department in a separate secured grievance file.
- 16.4.4 Reprisals: No reprisals shall be taken by or against any participant in a grievance procedure by reason of such participation.
- 16.4.5 Representation: Each party may be represented by a conferee at each formal stage of the grievance procedure.
- 16.4.6 Pay: A grievant required to absent himself/herself by reason of these grievance procedures to appear at a conference with the County Superintendent shall not suffer any loss of pay. A grievant required to be absent from duty for the purpose of gathering information, interviewing witnesses or preparing a presentation shall not suffer any loss of pay. All first through fourth step grievance processing at the formal level, including any or all conferences, shall only occur during periods other than scheduled contact time with students.
- 16.4.7 Time Limitations: Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 16.4.8 Forms: Forms for filing and processing grievance shall be prepared by the administration with the cost being borne by the County Superintendent of Schools.

16.4.9 A Grievance Without Intervention: An employee may present and have resolved a grievance without the intervention of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the County Superintendent shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed solution and has been given the opportunity to file a response.

ARTICLE 17

SAFETY

17.1 Specialized Health Care Procedures

- 17.1.1 Certificated bargaining unit members who are classroom teachers, DIS, or Resource Specialists shall not be required to perform specialized medical procedures (including, but not limited to gastrostomy tube feeding, catheterization, injections, suction, intravenous feeding, and drainage).
- 17.1.2 Classroom teachers, DIS, or Resource Specialists shall only dispense or administer oral medication with written authorization and permission and prior training.
- 17.1.3 Certificated bargaining unit members with students requiring specialized medical procedures shall have responsibility for monitoring whether or not such procedures are medically prescribed and are provided as scheduled, whether the individual who is performing the procedures is qualified to do so (e.g. has received training for the procedure), and whether the same individual is prepared to perform duties related to the procedure as assigned by administration. Accordingly, all certificated bargaining unit members with students requiring specialized medical procedures shall receive and participate in sufficient training to provide the oversight described above and assistance in an emergency.
- 17.1.4 The Santa Cruz County Office of Education will represent any bargaining unit member for claims or actions against the employee for an injury or death arising out of an act or omission associated with authorized dispensing or administration of medication.

ARTICLE 18

COMMITMENT TO AGREEMENT

- 18.1 It is the intent of the parties that during the term of this Agreement the members of the Unit shall faithfully and diligently perform all of the duties normally associated with their positions.
- 18.2 In the event that members of the Unit take any steps in violation of the provisions of this Article, Association shall make every effort to prevent such activities and to induce the employees to comply with the terms of this Agreement.
- 18.3 In the event of violation of this Article, the County Superintendent may terminate any right granted by this Agreement or by other provisions.

ARTICLE 19
STATUTORY CHANGES

- 19.1 Improvements in benefits which are mandated by statutory revisions or additions in California or federal laws shall be incorporated into this Agreement.
- 19.2 Changes in benefits, which are permissive as a result of statutory revisions, or additions in California or federal laws shall be negotiated as soon as possible within 30 days.

ARTICLE 20

COMPLETION OF AGREEMENT

- 20.1 This document comprises the entire Agreement between the County Superintendent and the Association on the matters within the lawful scope of negotiations.
- 20.2 The provisions of this Agreement shall supersede any rules, regulations, practices or provisions of earlier negotiated agreements, which may be contrary or inconsistent with its terms.
- 20.3 No later than February 15 of the calendar year in which this Agreement expires, the Association shall notify the Superintendent of its intention to bargain a successor Agreement.
- 20.4 No later than the end of February prior to any school year for which contract changes are being proposed (including a year in which this Contract expires), the parties will submit their initial proposals to each other. In the case of a modification to an ongoing contract, either party may seek modification of Article 6 (Compensation) plus proposals or changes/additions of no more than two (2) current or additional Articles. Additional proposals or changes/additions may be proposed by mutual consent of the Association and the County Superintendent.
- 20.5 Notwithstanding paragraph 20.4, if negotiations of an earlier contract have not concluded by May 30th, the parties shall submit their initial proposals by September 30th or thirty (30) days after ratification of the earlier contract, whichever is later.
- 20.6 The County Superintendent shall present such proposals at the first Board Meeting that occurs ten (10) or more days after submission of the proposals and shall hold a public hearing at the next Board Meeting thereafter.
- 20.7 The parties shall meet and negotiate in good faith on negotiable items on a successor Agreement beginning no later than thirty (30) days following the "sunshining" of the proposals, as described in paragraph 20.6.
- Within thirty (30) days of ratification of the Agreement by both parties herein, the Superintendent shall have the appropriate number of copies prepared and made available to Association unit members.
- 20.8 By written mutual consent of the parties to this Agreement, any provisions of this Agreement may be renegotiated at any time.

ARTICLE 21

SAVINGS

If any provision of this Agreement or any application thereof to any employee is held by the final judgment of a court of competent jurisdiction, or a final unappealed decision of the Public Employment Relations Board, to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such judgment or decision, but all other provisions or applications shall continue in full force and effect. Upon written request of the parties hereto, negotiations will be reopened for the purpose of considering a substitute provision.

IN WITNESS WHEREOF, THIS AGREEMENT has been duly ratified and accepted on the dates below, as indicated by its execution by the duly authorized representative of each party hereto.

Date _____

Date _____

Elizabeth Burnham-Grau, President
SCCEA/CTA/NEA

Michael C. Watkins
Santa Cruz County Superintendent of Schools

APPENDIX A-1

RESPONSIBILITY FACTOR

CASE MANAGEMENT

Case Management role and duties shall be defined as follows:

As case managers staff shall (1) coordinate and monitor all aspects of the IEP process, (2) provide liaison to the school districts regarding student placement and/or services and other agencies e.g. SELPA, CPS, CCS, SARB, SARC, Mental Health, (3) provide consultation to school districts and agencies regarding referral process and (4) provide in-service training to districts, other agencies, and group homes and care providers on identifying and treating students with special needs.

1. IEP PROCESS - Case managers are responsible for:
 - A. Monitoring and reviewing the IEP meeting schedule.
 - B. Identifying people to be notified and invited to the meetings.
 - C. Notifying area administrators of any needed changes.
 - D. Coordinating the assessment team for triennial assessments.
 - E. Facilitating and recording results of meetings as the administrative designee in the absence of or at the request of the administrator.
 - F. Securing all reports and forms from other professionals and parents.
 - G. Follow-up to be sure all services on the IEP are provided and goals and objectives pursued. Complete referrals for additional services as required.
 - H. Confirming through phone calls IEP status and requesting records from previous schools on transfer of students.
 - I. Facilitating the administrative placement process based on IEP from previous placement.
 - J. Consulting with group home parents, foster parents, parents, social workers, probation officers, etc. on most appropriate least restrictive educational placement for student prior to special education placement or changes in special education.
 - K. Facilitating the transfer of students from multi-graded schools to necessary district programs.
 - L. Arrange for and/or attend pre-enrollment meetings for child prior to entry in a particular program.
 - M. Coordinate regular informal reviews of SED student's programs at weekly staffings.

2. LIAISON TO SCHOOL DISTRICT RE: STUDENT PLACEMENT - the case managers are responsible for:
 - A. Responding to referrals or possible referrals by observing student in her/his current classroom or home and making recommendations to district personnel.
 - B. Making recommendations to COE administrator regarding most appropriate COE placement.
 - C. Contracting the appropriate school district personnel in the case of a COE referral to the school district or for mainstreaming of a COE student.
 - D. Attend district IEP's involving possible placement of students in COE programs and provide information regarding COE programs to members of the IEP team.
 - E. Set up and attend transition/registration meetings for special education students transferring from COE to district programs.
3. LIAISON TO OTHER AGENCIES, e.g. SELPA, SARB, CPS, SARC, Mental Health, Social Services, Public Health, Probation, Vocational Rehabilitation, etc. the case manager is responsible for:
 - A. Receive and respond to inquiries about students.
 - B. Coordinate with SARC workers regarding mutual students including sometimes attending IEP meetings upon request.
 - C. Coordinate the transition plan for older students with SARC and the Skill Center or Voc Rehab.
 - D. Make referrals to CPS in cases of abuse or suspected abuse beyond the usual legal requirement of reporting.
 - E. Assist CPS workers in investigating and sometimes mitigating abuse cases.
 - F. Provide recommendations to probation officers upon request and may include representing COE in juvenile court.
 - G. Process referrals to Mental Health in the case of Seriously Emotionally Disturbed students.
 - H. Coordinate the 3632 IEP process with Mental Health for voluntary out-of-home placements.
 - I. In the case of LCI students facilitate communications between Santa Cruz County agencies, i.e., Mental Health and Probation and agencies from county of origin to provide the most appropriate service.
 - J. Coordinate/consult with SELPA Program Specialists on low incident needs of pupils and facilitate transfer of students between programs or the need for one-to-one aide.

4. CONSULTATION AND IN-SERVICE TO DISTRICTS, agencies and group homes, the case manager:
- A. Provides consultation to school districts regarding the referral process and in-service training to identify students with exceptional needs - especially SED students.
 - B. Provides upon request in-service training to agencies regarding effective classroom and home coordinated treatment for students with exceptional needs especially in cases where a well-coordinated behavioral plan is needed.
 - C. Provides consultation and in-service training to group home staff for consistency in behavior management and awareness of special education procedures and legal mandates for service.
 - D. Consults/coordinates in-service to multi's staff on legal mandates and how to access various services for pupils from the SELPA.

APPENDIX A-2
RESPONSIBILITY FACTOR HEAD TEACHER

1. Head Teacher role and duties shall be defined as follows:
 - A. Explain assigned programs to students, parents, staff, district, the community and other interested persons.
 - B. Monitor facility and equipment regularly and conduct appropriate follow-up.
 - C. Confer with administrator on a regularly scheduled basis.
 - D. Conduct open house activities.
 - E. Recommend equipment and services needed by operational programs.
 - F. Participate in the interviews of prospective certificated, classified, and volunteer personnel.
 - G. Serve as "contact person" on the program site.
 - H. Act as host or hostess for the site program and request all visitors to sign the visitor's register.
 - I. Act as responsible certificated staff member in all emergencies when the administrator is not available.
 - J. Identify potential or emerging problems - conduct appropriate follow-up with Area Administrator.
 - K. Maintain a strong liaison between site staff and administration.
 - L. As needed, seek clarification of roles and responsibilities of administrators, head teachers, support staff and site staff.
 - M. Conduct activities that promote established program goals and objectives.
 - N. Report assigned program activities to the administrator as directed.
 - O. Transmit to the business office of the County Office of Education any monies, timeslips and forms collected at the site, including donations.
 - P. Maintain standards for staff and pupil behavior at the school site.
 - Q. Conduct orientation with new teachers and review content of staff handbook.
 - R. Encourage and maintain a functional and attractive site environment.

- S. Enlist parent and volunteer involvement in helping children, participation in parent education activities and school functions.
- T. Perform basic attendance accounting activities of teachers and aides.
- U. Be responsible for personnel time management system (time sheet).
- V. Act as chairperson for site or program parent meetings and program staff meetings, unless otherwise designated.
- W. Report accidents (of students and staff) and emergencies to administrator.
- X. Serve on Emergency Preparedness Committee, and take a leadership role in site preparation and compliance with Education Code regarding emergency drills.
- Y. Keep staff informed of new administrative directives and/or review existing directives.

APPENDIX B

SABBATICAL LEAVE

1.1 Objectives of Sabbatical Leave

- 1.2 Sabbatical leave is a leave of absence granted to certificated employees for a period not to exceed one (1) year for the purpose of permitting study or travel which will benefit the pupils in schools and classes maintained by either Superintendent of Schools or the school districts of Santa Cruz County.

2.1 Extent and Distribution of Leaves

- 2.2 Not more than one year of sabbatical leave shall be granted to certificated employees of the Santa Cruz County Office of Education in any one year.
- 2.3 Not more than one such leave shall be granted to an employee for each seven-year period of service.
- 2.4 Sabbatical leaves shall be granted to or shared by one or more certificated employees on an alternating basis beginning with the 1974-75 year. The option for 1974-75 is granted to certificated person who is in a teaching position.

In the event the option is not exercised in any given year, the non-scheduled certified class of employees may apply. Such unscheduled use of the annual option shall not interrupt the year-to-year authorization as established in the 1974-75 year.

3.1 Sabbatical Leave Requirements

- 3.2 Sabbatical leaves must be preceded by at least seven consecutive years of certificated service, all of which shall have been served while employed by the Santa Cruz County Office of Education.
- 3.3 Sabbatical Leaves for Study
- 3.3.1 An employee on sabbatical leave for formal study shall complete at least 18 semester or 21 quarter units of upper division or graduate work during the sabbatical year. These courses shall be exclusive of correspondence courses.
- 3.3.2 Previous to each leave, the course of study must be submitted and approved by the Superintendent. A special project or research problem may be substituted for unit requirements if approved in advance by the Superintendent.
- 3.3.3 Evidence of the completion of the approved course of study shall be submitted to the Superintendent.

3.4 Sabbatical Leaves for Travel

- 3.4.1 Employees on sabbatical leave for travel shall remain in travel status at least 60% of the period of leave granted. Travel status may include residence in another state or a foreign country as well as following an itinerary of specified travel.
- 3.4.2 An application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of travel.
- 3.4.3 Upon completion of the leave, and within sixty (60) days of the employee's return to duty, an itinerary and a written report shall be submitted to the Superintendent.

4.1 Application for Sabbatical Leave

- 4.2 Application for the sabbatical leave shall be submitted to the Superintendent after July 1, and not later than January 15, preceding the school year for which the leave is requested.
- 4.3 A sabbatical leave committee shall be appointed by the Superintendent to serve for a period of 3 years. This committee shall consist of 5 members, 2 of who shall be teachers and 3 of whom shall be program managers employed by the County Superintendent of Schools, including the manager of the employee whose application for sabbatical leave is being reviewed.
- 4.4 The sabbatical leave committee shall have the authority to interview the applicant and to request further explanation of his sabbatical leave plans. The committee shall make its recommendations on the application to the Superintendent. The Superintendent may reject or approve the application. The Superintendent shall notify the applicant within forty (40) days after receiving the committee's recommendation whether the leave will be granted.

5.1 Compensation While on Sabbatical Leave

- 5.2 Compensation while on sabbatical leave shall be fifty percent of the salary the employee would have received had he been employed in his regular position.
- 5.3 Compensation shall be paid the employee while on leave of absence in the same manner as if the employee were employed by the County Schools Department, upon the furnishing by the employee of a suitable bond indemnifying the County Superintendent against loss in the event that the employee fails to render at least two years' service in the employ of the County Superintendent following the return of the employee from the leave of absence. The bond shall be exonerated in the event the failure of the employee to return and render two years' service is caused by the death physical or mental disability of the employee.

For leaves of less than one year authorized and taken, the employee shall render a period of service in the employ of the County Superintendent of Schools following his return from leave of absence, which is equal to twice the period of the leave.

- 5.4 The County Superintendent shall be freed from any liability for the payment of any compensation or damages provided by law for the death or injury of an employee of the County Superintendent employed in a position requiring certification qualifications when the death or injury occurs while the employee is on any leave of absence.

6.0 Other Compensation

Sabbatical leave will not be granted in order that an employee may accept another position for which he receives compensation. It is recognized, however, that employees on sabbatical leave may be employed for limited periods of time as consultants or to work in other jobs for a limited period of time for the purpose of gaining experience in fields related to their professional responsibilities as an employee of the County Superintendent of Schools. In every case where an employee plans to receive compensation for other work while on sabbatical leave, the nature of the work, the time involved, and the amount of compensation expected to be received shall be indicated within the application for such leave, described in paragraph 4 above.

Should an opportunity for other employment become available after commencement of the leave, the employee shall request approval of the County Superintendent for modification of the sabbatical leave contract prior to accepting such other employment.

The written report of the sabbatical leave required by 3.2.3 and 3.3.3 above shall include a description of any work actually performed, the amount of time spent and the compensation received.

7.0 Fringe Benefits

Unless otherwise specifically excluded in this policy, employees on sabbatical leave shall receive all fringe benefits accorded other employees of the office serving in similar positions.

8.0 Effect of Sabbatical Leave on Salary Increments

Such leave shall be counted as a year of service and experience on the salary schedule. Credit for units taken on sabbatical leave shall be counted as additional training units for advance in classification on the salary schedule.

9.0 Return to Service

At the expiration of the leave of absence, the employee shall be assigned, unless he otherwise agrees, be assigned to the same position previously held.

10.0 Priorities in Selection for Sabbatical Leave

10.1.1 Value of the leave to the schools and pupils of the County.

10.1.2 Length of service for the Santa Cruz County Office of Education.

10.1.3 Distribution of sabbatical leaves among the various subdivisions of the Office of Education.

APPENDIX C

ASSIGNMENT STATEMENT

For the County Superintendent of Schools, the most essential factor in making annual assignments is that which is best for the educational program and the students served by it. Some combination of the following factors will also be considered:

- 1.0 Student instructional needs are to be matched with the ability and competence of staff members so as to provide effective service in an assignment.
- 2.0 Staff members must have on file with the County Superintendent of Schools, a valid California license or credential authorizing service in an assignment.
- 3.0 Particular positions may have specified unique or special requirements that individual staff members must possess in order to be considered for assignment.
- 4.0 Past evaluations, which are overall appraisals of the staff member's effectiveness, are to be considered when making an assignment.
- 5.0 Professional attitude, which includes such factors as involvement with fellow staff members, desire to improve the instructional program and personal growth in the performance of credentialed service, will be considered when making an assignment.
- 6.0 Length of past experience in the assignment area or related service may be considered when making an assignment.
- 7.0 General work history in the County Office may be considered when making an assignment.
- 8.0 Work history or other experience gained outside of the County Office may be considered when making an assignment.
- 9.0 The ability to provide services in addition to those required by the basic position description may be considered when making an assignment.
- 10.1 The primary or minor fields of academic study of individual staff members may be considered when making an assignment.

APPENDIX D

2022-2023

MAXIMUM EMPLOYER CONTRIBUTION FOR SCCEA HEALTH AND WELFARE BENEFITS

For the 2022-2023 year, October 1, 2022 through September 30, 2023, the employer shall contribute an amount equal to fund the health plans listed below:¹

<u>Health Plans</u>	<u>Maximum Monthly Employer Contribution</u>
Anthem Blue Cross Premier 20 HMO	\$1,727.02 ²
Delta Dental Service; max coverage of two thousand (\$2000) per year per eligible person ³	\$121.03
Vision Service Plan, Plan C (enhanced)	\$20.81
\$25,000 Employee Level Term Life Insurance	\$3.75
Long-Term Disability	Standard Salary Schedule – (Employer Paid)

Option: Employee may buy up to either of the Anthem Blue Cross PPO Plans. Employer will offer an IRS 125 Plan for premium payments. Employee may also select one of the current lower cost Anthem Blue Cross HMO plans provided by Self Insured Schools of California (SISC).

¹ Health plan information updated annually.

² Employee contribution varies according to plan chosen by employee.

³ If provider is a PPO dentist, maximum coverage is two thousand two hundred dollars (\$2,200) per year, per eligible person.

APPENDIX E

CATASTROPHIC LEAVE BANK

1. CREATION

- 1.1 The County Superintendent of Schools and the Association agree to form a Catastrophic Leave Bank. The Catastrophic Leave Bank shall be funded in accordance with the terms of Section 2 below.
- 1.2 Days in the Catastrophic Leave Bank shall accumulate from year to year.
- 1.3 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participant.
- 1.4 The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the Association, hereinafter referred to as the Committee.

2. ELIGIBILITY AND CONTRIBUTIONS

- 2.1 All Unit Members on active duty with the Santa Cruz County Office of Education are eligible to contribute to the Catastrophic Leave Bank.
- 2.2 Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 30 duty days after joining the Bank before becoming eligible to withdraw from the Bank.
- 2.4 The contribution shall be made on the "Certification Catastrophic Leave Bank Contribution Form" through the Personnel Office, and will be authorized by the Unit Member. The contribution is irrevocable.
- 2.5 Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution or assessment unless contribution for that year is not required. Cancellation will be submitted on the "Certificated Catastrophic Leave Bank Cancellation Form", and may be affected at any time through the Personnel Office, and the Unit Member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the bank shall not be returned if the Unit member effects cancellation.
- 2.6 Initial contributions shall be made within thirty (30) days of a request by SCCEA to implement the Catastrophic Leave Bank. All subsequent contributions shall be made between September 1 and October 1 of each school year. All new unit members will be asked by SCCEA to contribute within thirty (30) calendar days of beginning work. The Santa Cruz County Office of Education shall supply enrollment forms for the Catastrophic Leave Bank to all unit members.

- 2.7 The annual rate of contribution by each participating Unit member for each school year shall be one (1) day of sick leave, which shall be deemed to equate to the legal minimum required by Education Code 44043.5. Members may choose to contribute more days.
- 2.7.1 An additional day of contribution will be requested of participants if the number of days in Bank falls below ten (10). Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the bank.
- 2.7.2 If the number of days in the bank at the beginning of a school year exceeds twenty-five (25), no contribution shall be required of returning Unit members. Those Unit members joining the Catastrophic Leave Bank for the first time and those returning from catastrophic leave, shall be required to contribute one day to the Bank.
- 2.8 Unit members who are retiring or leaving the employ of the District may contribute their unused sick leave to the Catastrophic Leave Bank.

3. WITHDRAWAL FROM THE BANK

- 3.1 Catastrophic Leave Bank Participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the Unit member for over ten (10) consecutive days or incapacitates a member of the unit member's family for over ten (10) consecutive days which requires the unit member to take time off work to care for that family member, and taking extended time off work creates a financial hardship because he/she has exhausted all of his/her paid time off. If a recurrence or a second illness or injury incapacitates a unit member or member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a participant who used the Bank, after exhaustion of sick leave, for 25 days to care for his wife who dies of cancer, and, after returning to work, suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.
- 3.2 Participants must use all sick leave (but, not differential leave) as defined in Article 10, Paragraph 10.2, available to them before eligible for a withdrawal from the Bank.
- 3.3 Participants who have exhausted sick leave, but still have differential leave available are eligible for a withdrawal from the Catastrophic Leave Bank. The County Superintendent shall pay the Participant full differential pay and the Bank shall be charged one-half (1/2) day.
- 3.4 The first ten (10) consecutive days of illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay the first time said Participant qualifies for a withdrawal draw from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) consecutive days of illness must be covered by the Participant's own sick leave, differential leave, or leave without pay.

- 3.5 If a Participant is incapacitated, applications may be submitted to the Committee by the Participant's agent or member of the Participant's family.
- 3.6 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) days to be used within two (2) calendar months. Participants may submit requests to the Committee for extensions of withdrawals as their prior grants expire. A Participant's withdrawal from the Bank may not exceed the statutory maximum period of twelve (12) consecutive months. Any days approved but not used by the employee shall be returned to the Catastrophic Leave Bank.
- 3.7 Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential. A Participant's withdrawal may not exceed the statutory maximum period of twelve (12) consecutive months.
- 3.8 If a participant has drawn ten (10) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the Participant's expense. The Committee shall choose only a physician who qualifies under the District offered insurance policy. Refusal to submit to the medical review will terminate the Participant's continued withdrawal from the Bank. The committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report. The Participant may appeal any termination under the procedures outlined in Section 3.13 below.
- 3.9 Leave from the Bank may not be used for illness or disability which qualify the Participant for Worker's Compensation benefits unless the Participant has exhausted all Worker's Compensation leave, his/her own sick leave, and provided further that the Member signs over any Worker's Compensation checks for temporary benefits to the County Superintendent. If there are any Worker's Compensation checks signed over to the Santa Cruz County Office of Education (SCCOE), the Bank will not be charged days, or if charged, will be reimbursed the number of days for which the Worker's Compensation payment is equivalent to a regular day of pay at the negotiated rate for that Participant. If the District challenges the Worker's Compensation claim, the Participant may draw from the Bank, but upon settlement of the claim, the Bank shall be reimbursed the days by the County Superintendent.
- 3.10 When the Committee may reasonably presume that the Applicant for a draw may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the Participant's entitlement to Catastrophic Leave Bank payments will cease. If denied benefits by STRS or Social Security, the Applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

- 3.11 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the County Superintendent is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal, or an extension of withdrawal, because of insufficient days to fund the request, they shall notify the participants, in writing, of the reason for the denial.
- 3.12 Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section 2.3 and 3.4, whichever is greater. For example, if a Participant contributed when first eligible to contribute (Section 2.3) and had ten (10) days of accumulated sick leave when the illness began (Section 3.4), he/she shall begin withdrawing upon the eleventh (11th) duty day, if otherwise eligible. If the Participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the Participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
- 3.13 Catastrophic Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within thirty (30) days of denial, appeal, in writing, to the Executive Board of the Association. The Executive Board of the Association shall hold a hearing within fifteen (15) duty days of the hearing. If the Participant's incapacitation does not allow participation in this appeal process, the Participant's agent or member of the family may process the appeal.

4. ADMINISTRATION OF THE BANK

- 4.1 The Catastrophic Leave Bank Committee shall have the responsibility of developing forms, maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants, to the County Superintendent, Personnel Department and Business Department.
- 4.2 The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- 4.3 Applications shall be reviewed and decisions of the Committee reported to the Applicant, in writing, within ten (10) duty days of receipt of the application.
- 4.4 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals of denials.
- 4.5 By December 5, of each school year, following the year of initial implementation of Catastrophic Leave Bank, the County Superintendent and Business Department shall notify the Committee of the following:
 - 4.5.1 The total number of accumulated days in the Bank on June 30th of the previous school year.

- 4.5.1 The number of days contributed by Unit Members for the current year.
- 4.5.2 The names of participating Unit members.
- 4.5.3 The total number of days available in the Bank.
- 4.6 Any dispute between the Committee and the County Superintendent as to the accounting of Catastrophic Leave Bank days shall be processed through the grievance procedure as per Article 16.
- 4.7 If the number of certificated staff of the Santa Cruz County Office of Education increases or decreases appreciably, the number of days can be adjusted to reflect proportionately the needs of the staff.
- 4.8 SCCEA will be responsible for adherence to all timelines given above. Timelines will be in effect upon request of SCCEA to implement the Catastrophic Leave Bank.

APPENDIX F
GRIEVANCE FORM
FORMAL LEVEL - STEP 1

A "grievance" is an allegation by a grievant that he/she has been directly and adversely affected by a misinterpretation, misapplication, or violation of a specific provision of the existing collective negotiating agreement entered under the authority of Government Code Section 3540.1(h).

Date alleged grievance occurred _____

Grievant's Name _____

Grievant's Assignment & Program _____

Grievant's Immediate Supervisor _____

Date of Informal Conference with Immediate Supervisor _____

1. Please indicate the specific provision of the existing agreement alleged to have been misinterpreted, misapplied or violated.

2. Please state how this alleged action has directly and adversely affected you and the circumstances involved. (CONTINUE STATEMENT ON A SEPARATE SHEET OF PAPER IF NECESSARY)

3. Please state the decision rendered at the informal conference.

4. Please state the specific remedy you are seeking.

Date: _____ Signature of Grievant: _____

Date: _____ Signature of Immediate Supervisor: _____

Distribution: 1. Supervisor 2. Associate Superintendent/Student and Personnel
 3. Grievant 4. Grievant's Representative

APPENDIX G

SANTA CRUZ COUNTY OFFICE OF EDUCATION

PEER ASSISTANCE AND REVIEW PROGRAM

The Santa Cruz County Office of Education (SCCOE) and the Santa Cruz County Education Association (SCCEA) are continuously striving to provide the highest possible quality education for students. 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 programs to improve the quality of instruction through the Peer Assistance and Review (PAR) Program.

1. Joint Panel

- 1.1 The Peer Assistance and Review Program will be administered by a Joint Panel. The Panel shall consist of five (5) members, SCCOE Cabinet will select two (2) administrators, and SCCEA shall select two (2) permanent teachers: one each from Alternative Education and Special Education, and one certificated staff member from DIS (Itinerant). SCCEA has determined the following qualifications for the panel participants:

- 1.1.1 must be SCCEA members.

- 1.1.2 must have achieved permanent status.

- 1.1.3 may volunteer or be nominated by SCCEA.

- 1.1.4 Each department/group will elect their own Panel member with a simple majority.

- 1.2 Panel members agree to serve a one-year term. SCCEA members of the Panel shall receive \$1,000 and the necessary training to perform their duties. The full Panel shall meet at times and places as they shall determine, no less than four times annually. Meetings will be scheduled so as not to interfere with contact time with students. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings, without a loss of pay or benefits.

- 1.3 The responsibilities of the Joint Panel shall include the following:

- 1.3.1 Select Consulting Teachers (majority vote) one (1) from Alternative Education and one (1) from Special Education. The panel's procedures for selecting consulting teachers, at a minimum, shall require the following:

- 1.3.1.1 Consulting teachers shall be selected by the majority vote of the panel.

- 1.3.1.2 The selection process shall include provisions for classroom observation of the candidates for consulting teacher by the panel.

- 1.3.2 Assign Consulting Teachers, determine duties and if necessary, provide training

- 1.3.3 Prepare written guidelines/timelines for Consulting Teachers and their activities.
 - 1.3.4 Review reports prepared by the Consulting Teachers.
 - 1.3.5 Compile and update as appropriate, a listing of the types of assistance activities that may be utilized by Consulting Teachers.
 - 1.3.6 No later than May 7, the Joint Panel will be informed of an unsatisfactory evaluation and within thirty days will assign a Consulting Teacher.
 - 1.3.7 Send written notification to the home of the voluntary or referred participating teachers, the consulting teacher and administrator of participation in the PAR program.
 - 1.3.8 Resolve issues and problems that may arise between a Consulting Teacher and a Participating Teacher.
 - 1.3.9 Establish priorities in referrals and services for participating teachers. (i.e. who is served first, second, etc. and types of services that will be provided).
 - 1.3.10 Ensure that the PAR Program is financially self-supporting by establishing an annual plan and budget.
 - 1.3.11 Distribute a copy of the adopted PAR Program Rules and Procedures to all SCCEA members and administrators or notify the members and administration that the existing Rules and Procedures have not been changed.
- 1.4 All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly *confidential* . Therefore, Joint Panel members and Consulting Teachers may disclose such information only as necessary to administer the program except in response to a subpoena or order of the court.

2. **Participating Teachers (PT)**

2.1 Description

- 2.1.1 A teacher participant shall be a member of the bargaining unit and either a permanent employee or a temporary or probationary beginning teacher who:
 - 2.1.1.1 volunteers to participate in the program
 - 2.1.1.2 is referred for participation in the program as a result of an unsatisfactory evaluation. In addition, teachers receiving assistance may be referred pursuant to a collectively bargained agreement.
- 2.1.2 Pursuant to the evaluation process agreed upon in the contract, performance goals and objectives for a referred participating teacher shall be in writing, clearly stated, and aligned with pupil learning.

- 2.1.3 The Consulting Teacher reviews the evaluation, goals, objectives, activities and timelines with the participating teacher.
- 2.1.4 The referred participating teacher's assistance and review shall include multiple observations by the consulting teacher of a teacher during periods of classroom instruction.
- 2.1.5 The referring administrator, Joint Panel and/or Consulting Teacher shall provide sufficient staff development activities or referral to appropriate staff development activities, to assist a teacher in improving his or her teaching skills and knowledge.
- 2.1.6 The program for the referred teacher will be monitored according to the established timelines but not less than bi-monthly by the one or more of the following: consulting teacher, administrator and/or joint panel. Written records will be maintained of program participation and copies will be given to the participating teacher.
- 2.1.7 The final evaluation of a teacher's participation in the program shall be made available for placement in the personnel file of the teacher receiving assistance.
- 2.1.8 Written records containing only the number of participants, types of activities, and costs incurred will be maintained by the consulting teacher and joint panel for all voluntary participating teachers.

3. **Consulting Teachers**

3.1 Description and Selection

3.1.1 The Consulting Teacher:

- 3.1.1.1 Shall be a credentialed classroom teacher and an SCCEA member with permanent status, or a teacher in retirement status.
- 3.1.1.2 Shall have substantial recent experience in classroom instruction.
- 3.1.1.3 Shall have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- 3.1.1.4 Will apply to Joint Panel with the recommendation and approval of immediate supervisor and another teacher. All applications and references will be kept confidential.
- 3.1.1.5 Will be selected by majority vote of the panel.

- 3.1.2 The responsibilities of the Consulting Teacher shall include the following:
- 3.1.2.1 Continue all rights of bargaining unit members.
 - 3.1.2.2 Review evaluations of referred teachers with the goals and objective and develop an action plan (activities) and timeline(s) to meet the goals and objectives in conjunction with the Joint Panel and administrator.
 - 3.1.2.3 Assist Participating Teachers by providing training and assist in staff development planning and implementation by demonstrating, observing, coaching, conferencing, referring or by other activities, which in their professional judgment, will assist the Participating Teacher.
 - 3.1.2.4 Obtain assistance from other subject area specialists or specialists from other districts and COE's, for the participating teacher as the need indicates.
 - 3.1.2.5 Select outside brokered teachers (i.e. subject area specialists) with approval of the panel members.
 - 3.1.2.6 Continue to provide assistance to the referred participating teacher not to exceed one calendar year from the date of assignment or the Participating Teacher is satisfactory, or that further assistance will not be productive. The Consulting Teacher will provide reports that describe program participation (anecdotal) only. 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 Panel. 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.
 - 3.1.2.7 If there are no unsatisfactory evaluations and no voluntary participating teachers then the Consulting Teacher will research any recommended appropriate staff development activities supplemental to the administrative determined staff development activities.
- 3.1.3 Consulting teachers should be "held harmless" and are protected from legal liability in the execution of their assigned duties. The SCCOE shall provide legal defense, if necessary, at no expense to the Consulting Teacher. Consulting Teachers are not acting in a management or supervisory role and shall not be considered management under the EERA.
- 3.1.4 The program shall expect and strongly encourage a cooperative relationship between the consulting teacher and the evaluating administrator with respect to the process of peer assistance and review

APPENDIX H
2022-23 SANTA CRUZ COUNTY OFFICE OF
EDUCATION &
SCHOOL YEAR CALENDAR
Includes all student programs
(See next page)



SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris M. Sabbah, Superintendent
400 Encinal Street
Santa Cruz, CA 95060

2022-2023 Santa Cruz County Office of Education and Student Program Calendar

Board Approved: 06/23/22

2022	M	T	W	TH	F
July					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Aug.					
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Sept.					
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Oct.					
	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
Nov.					
		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
Dec.					
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

Total School Days: 180
Total Teacher Days: 185

NOTABLE DATES

July 4	Legal Holiday
Aug. 8	Orientation Day
Aug. 9	Teacher Work Day
Aug. 11	First Student Day
Sept. 5	Labor Day
Nov. 11	Veterans Day
Nov. 23, 25	Board Holiday
Nov. 24	Thanksgiving Day
Dec. 23	Board Holiday
Dec. 26	Legal Holiday
Dec. 30	Board Holiday
Jan. 2	Legal Holiday
Jan. 4	1 st day of Semester
Jan. 16	ML King, Jr. Day
Feb. 13	Lincoln's Birthday
Feb. 20	Presidents' Day
May 26	Last Student Day
May 29	Memorial Day
June 19	Juneteenth

LEGEND

	Legal Holiday
	Board Holiday
	Orientation Day/Teacher work Day
	Winter/Spring Breaks
	Start/End of the Semester
	Alt. Ed Staff Dev. (No School)
	Special Ed Staff Dev. (No School)

2023	M	T	W	TH	F
Jan.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30	31			
Feb.					
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28			
Mar.					
			1	2	3
	6	7	8	9	10
	13	14	15	16	17
	20	21	22	23	24
	27	28	29	30	31
Apr.	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
May					
	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
June					
				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30

APPENDIX I
SANTA CRUZ COUNTY OFFICE OF
EDUCATION 2022-2023
CERTIFICATED SALARY SCHEDULE
(See next two pages)



Santa Cruz County Office of Education
Dr. Faris Sabbabh, Superintendent
185 Day Certificated Salary Schedule
2022-2023, Effective 7/1/2022

Years of Service	<u>Intern/Permit</u>	<u>Fully Credentialed</u>			
	BA "A"	BA + 30 "I"	BA + 40 "II"	BA + 60 "III"	BA + 80 "IV"
1	\$47,640	\$54,311	\$54,609	\$54,908	\$55,056
2	\$48,238	\$54,459	\$54,760	\$55,056	\$55,822
3	\$48,831	\$54,609	\$54,908	\$55,822	\$58,472
4	\$49,427	\$54,760	\$55,056	\$58,472	\$61,124
5	\$50,024	\$54,908	\$55,822	\$61,124	\$63,773
6	\$50,618	\$55,056	\$58,472	\$63,773	\$66,427
7		\$55,822	\$61,124	\$66,427	\$69,075
8		\$58,472	\$63,773	\$69,075	\$71,727
9			\$66,427	\$71,727	\$74,375
10			\$69,075	\$74,375	\$77,027
11			\$71,727	\$77,027	\$79,677
12				\$79,677	\$82,330
13				\$82,330	\$84,978
14				\$84,978	\$87,631
15					\$90,292
16					\$92,543
19					\$94,803
22					\$97,116
25					\$99,486

Association members holding a valid California Credential are eligible for placement in Columns I - IV

Schedule is based on 185 working days per year

Responsibility Factor: (additional 10%)

Daily Rate for Additional Days

10% - Head Teacher

10% - Program Specialist

Bilingual - \$1,500 annual stipend (pro-rated)*

10% - Resource Specialist**

*when identified as a requirement of the position

**Assigned Case Managers Only

Master's or Doctorate Degree - \$1,500 annual stipend (pro-rated, \$400 minimum)

If Both Master's and Doctorate Degree - Additional \$400 annual stipend

3.5% Increase & additional \$2,000 one-time, off schedule payment effective 7/1/2022

Prorated based on months of service for the 2021-2022 Fiscal Year, for employees active on 5/27/22

Superintendent Approved



Santa Cruz County Office of Education
Dr. Faris Sabbah, Superintendent
185 Day Certificated Salary Schedule
2022-2023, Effective 7/1/2022

Years of Service	<u>Intern/Permit</u>	<u>Fully Credentialed</u>			
	BA "A"	BA + 30 "I"	BA + 40 "II"	BA + 60 "III"	BA + 80 "IV"
1	\$47,640	\$54,311	\$54,609	\$54,908	\$55,056
2	\$48,238	\$54,459	\$54,760	\$55,056	\$55,822
3	\$48,831	\$54,609	\$54,908	\$55,822	\$58,472
4	\$49,427	\$54,760	\$55,056	\$58,472	\$61,124
5	\$50,024	\$54,908	\$55,822	\$61,124	\$63,773
6	\$50,618	\$55,056	\$58,472	\$63,773	\$66,427
7		\$55,822	\$61,124	\$66,427	\$69,075
8		\$58,472	\$63,773	\$69,075	\$71,727
9			\$66,427	\$71,727	\$74,375
10			\$69,075	\$74,375	\$77,027
11			\$71,727	\$77,027	\$79,677
12				\$79,677	\$82,330
13				\$82,330	\$84,978
14				\$84,978	\$87,631
15					\$90,292
16					\$92,543
19					\$94,803
22					\$97,116
25					\$99,486

Association members holding a valid California Credential are eligible for placement in Columns I - IV

Schedule is based on 185 working days per year

Responsibility Factor: (additional 10%)

Daily Rate for Additional Days

10% - Head Teacher

10% - Program Specialist

10% - Resource Specialist**

Bilingual - \$1,500 annual stipend (pro-rated)*

*when identified as a requirement of the position

**Assigned Case Managers Only

Master's or Doctorate Degree - \$1,500 annual stipend (pro-rated, \$400 minimum)

If Both Master's and Doctorate Degree - Additional \$400 annual stipend

3.5% Increase & additional \$2,000 one-time, off schedule payment effective 7/1/2022

Prorated based on months of service for the 2021-2022 Fiscal Year, for employees active on 5/27/22

Superintendent Approved

Santa Cruz County Office of
EducationAnd the
Santa Cruz County Education Association/CTA/NEA

TENTATIVE AGREEMENT
Side Letter to the 2017-2018

CTA ContractJune 12, 2017


The Santa Cruz County Office of Education (SCCOE) and the Santa Cruz County Education Association (CTA) per mutual agreement open negotiations for one purpose only for the 2016/17 fiscal year. SCCOEand CTA hereby agree to the following side letter to the 2016-17 Certificated Employee Unit Agreement on the following terms and conditions:

1. Article 6.1.5: Santa Cruz County Office of Education Certificated Employees hired before 7/1/2017 who have passed the Classified Bargaining Unit Bilingual Exam as a classified employee, will be eligible to receive the ongoing Bilingual Stipend. The stipend amount for a 1.0 FTE position will total \$1,500 on an annual basis. Stipends will be prorated for part- time assignments and/or partial year service.

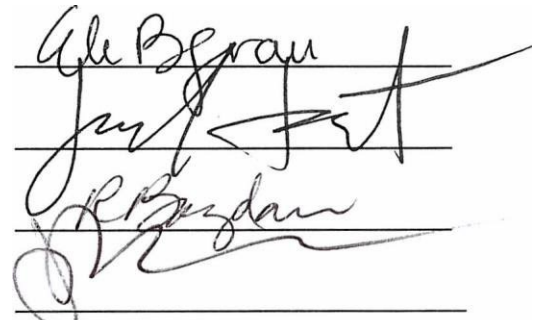
- 2: Language to be revised as:

Article 6.1.5 Bilingual Stipend: Certificated Employees that acquire CTE authorized bilingual certification such as BCLAD or CSET: World Languages Exam will receive an ongoing stipend . And, Certificated Employees hired before 7/1/2017 that have passedthe Classified Bargaining Unit Bilingual Exam as a classified employee will be eligible to receive the ongoing Bilingual Stipend . The stipend amount for either option shall be paid as follows; 1.0 FTE position will total \$1,500 on an annual basis. Stipends will be prorated for part-time assignments and/or partial year service.

For SCCOE:


8/21/17

For SCCEA/CTA/NEA:



APPENDIX J

Health and Safety practices during the COVID 19 Pandemic

SCCOE and SCCEA agree to follow COVID 19 guidelines for schools created by the California Department of Health and the California Division of Occupational Safety and Health.

Covid Leave Days

Both units agree to working on an ongoing MOU for Covid Leave days for unit members.

Establishment of Evaluation Committee

Both units agree to forming an evaluation committee, to update and streamline the current Certificated Evaluation.

APPENDIX K

Santa Cruz County Office of Education
And the
Santa Cruz County Education Association (SCCEA/CTA/NEA)

Side Letter on Incentivising SCCEA One-Hundred and Eighty-Five (185) day and Professional Services Employees to Work During the 2021 Summer Session

May 25, 2021

Implementation of AB 86, COVID-19 Relief and School Reopening, Reporting, and Public Health Requirements.

A local educational agency (LEA) receiving funds under subdivision (b) of Section 43521 shall implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, pupils who are eligible for free or reduced-price meals, English learners, foster youth, homeless pupils, pupils who are individuals with exceptional needs, pupils at risk of abuse, neglect, or exploitation, disengaged pupils, and pupils who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020-21 school year, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

I. Stipend:

The Santa Cruz County Office of Education (SCCOE), agrees that it will pay one-hundred and eighty-five (185) day permanent certificated employees and employees assigned to the Professional Services Salary Schedule, a one-time stipend of one thousand dollars (\$1,000) upon the successful completion of their 2021 Extended School Year (ESY) or Summer School assignment. One-time stipends will be paid out to eligible employees on the first available supplemental pay date following the completion of their ESY/Summer School Assignment. To be eligible to receive the full one-time stipend, employees must meet the following criteria:

- a. Must be one-hundred and eighty-five (185) day permanent certificated employees or employees assigned to the Professional Services Salary Schedule.
- b. Be an active employee throughout the entirety of their ESY/Summer school assignment.
- c. Complete at-least ninety percent (90%) of the total hours of their ESY/Summer School assignment as verified by employee timesheets. Eligible Employees shall not be eligible to use any types of leaves available to them to help meet the ninety percent (90%) requirement.
- d. In no event shall a stipend exceed one thousand dollars (\$1000).

Initials SCCEA/CTA/NEA
Initials SCCOE

EBG
PS

2. Job Share:

In the event that, otherwise eligible, employees decide to "job share" an ESY/Summer School assignment, the amount owed to each employee shall be prorated based on total hours worked for each employee.

- a. In no event, shall the combined amount received for "job share" assignments exceed one thousand dollars (\$1000).
- b. A written statement of hours and days worked by each employee involved with an ESY/Summer School "job share", shall be on file with the employee's department and with the payroll department.
- c. All other criteria as outlined above (1 a-c) must be met to be eligible to receive the stipend.

4. Leaves:

Sick leave, comp time, floating holidays, or any other type of leave may not be counted towards the 90% threshold needed to receive the stipend.

5. In Person:


The intent of this MOU is to enable the provision of in person services to students. If a unit member provides remote services, such service shall not count toward the 90% threshold needed to receive the stipend.

6. Further Negotiation:

This MOU does not preclude the parties to enter into future agreements regarding the provision of in person services.

7. Duration of Agreement:

This MOU is a temporary agreement to address the extraordinary circumstances created by the novel coronavirus (COVID-19) pandemic. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall remain in effect until July 30, 2021

Dated: 6/6/2021	By: Faris Sabbah SCCOE Superintendent 
Dated:	By: Elizabeth Burnhamgrau Santa Cruz County Education Association California Teachers Association
Dated:	By: Santa Cruz County Education Association Labor Relations Representative

APPENDIX L

Santa Cruz County Office of Education
And the
Santa Cruz County Education Association/CTA/NEA

TENTATIVE AGREEMENT Memorandum of Understanding to the 2022-2023 SCCEA Contract

June 16, 2022

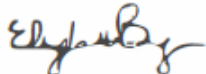
The Santa Cruz County Office of Education (SCCOE) and the Santa Cruz County Education Association/CTA/NEA (SCCEA) hereby agree to the following Memorandum of Understanding to the 2022-2023 Certificated Employee Unit Agreement on the following terms and conditions:

All CTA bargaining unit members shall be provided a \$2,000.00 one-time off-schedule payment. Any bargaining unit member in active status on May 27, 2022 shall be paid except that anyone who started working in a bargaining unit position after July 1, 2021 shall have the one-time payment pro-rated according to the number of months that they worked. Any partial month shall be counted if the employee worked at least one day in that month.

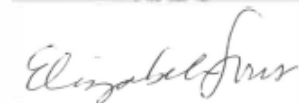
For SCCOE:




For SCCEA:

Elizabeth Burnhamgrau 

Mike Powers



Vito Chiamonte



Joshua Engelhardt

