

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

TUOLUMNE COUNTY SUPERINTENDENT OF SCHOOLS

AND THE

**TUOLUMNE COUNTY SPECIAL EDUCATORS FEDERATION,
AFT LOCAL 6029, AFL-CIO**

JULY 1, 2019 TO JUNE 30, 2022

Preamble

This Agreement is made and entered into this 24th day of September 2013 by and between the Tuolumne County Superintendent of Schools (hereinafter referred to as “the Superintendent”) and the Tuolumne County Special Educators Federation, AFT Local 6029, AFL-CIO (hereinafter referred to as “the Federation”).

Article 1 Recognition

- 1.1 The Federation is hereby recognized by the Superintendent as the exclusive representative and the sole bargaining agent for an appropriate unit of certificated employees for the purpose of collective bargaining.
- 1.2 The bargaining unit shall include all non-management certificated employees of the Tuolumne County Superintendent of Schools in programs administered by the SELPA Executive Director and Assistant Superintendent of Student Programs and Instruction, including but not limited to LSH Specialists, ED teachers, SH teachers, Adaptive PE teachers, VH teachers, DHH teachers, Infant and Preschool teachers, CH teachers, OH teachers, School Nurses and full-time certificated teachers in the Community Day Schools, and Cal-SAFE program, and psychologists.
- 1.3 The bargaining unit shall exclude all other classified and certificated employees, including substitute employees, independent study teachers, supervisors, administrative employees, and confidential employees.

Article 2 Management Rights

- 2.1 The exercise of the powers, rights, authority, duties and responsibilities by the Superintendent as set forth below, and the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 2.2 It is understood and agreed that the Superintendent retains all of his/her power and authority to direct, manage and control to the full extent of the law in accordance with Section 2.1, including but not limited to those duties and powers which are the exclusive right of the Superintendent: to determine the organization of the programs of his/her office; to direct the work of his/her employees; to determine the times and hours of operation, to determine the kinds and levels of services to be provided, and methods and means of providing them; to establish its educational policies, goals and objectives; to ensure the rights and educational opportunities of students, to determine staffing patterns; to determine the number and kinds of personnel required to maintain the efficiency of Superintendent operations; to determine the instructional curriculum; to build, move or modify facilities; to establish budget priorities and procedures and to determine budgetary allocation; to determine the methods of raising revenues; to contract out any or all work performed by employees of his/her office, provided such contracting out does not diminish the current number of the bargaining unit members; to hire, classify, assign,

evaluate, promote, terminate and discipline employees; and to take action on any matter in the event of an emergency. For purposes of this Article, emergency shall be defined as a natural disaster or other similar calamity affecting the operation of the educational program. The determination of whether or not an emergency exists rests solely within the discretion of the Superintendent.

- 2.3 The Superintendent retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency as defined by Government Code section 3504.5. If the Superintendent determines that an emergency exists, and it modifies or suspends any portion of this Agreement, the Superintendent shall notify the Federation within 24 hours and shall meet with the Federation within ten (10) days to discuss the implications of the declared emergency on the Agreement.

Article 3 Permanent Status

3.1 Meaning of Permanent Status

For the purposes of this Article, permanent status for unit members in a teaching position shall have the same meaning as provided in Education Code Section 1296(b). Superintendent agrees to abide by any legislative change to or judicial interpretation of Section 1296(b) or any successor thereto. The following sections of the Education Code, and any successors thereto, concerning the rights of permanent certificated classroom employees shall be incorporated by reference herein: Sections 44932 through 44947, inclusive; Section 44949; and Sections 44954 through 44958.

- 3.1.1 For the purposes of Education Code section 1296(b), "teaching positions" shall include all non-management, certificated staff members.
- 3.1.2 Nothing in this Article shall preclude the County Superintendent of Schools from lawfully classifying employees in "teaching positions" as substitute or temporary employees according to applicable Education Code sections.

3.2 Probationary Status

3.2.1 Probationary Period

Unit members in teaching positions shall serve a probationary period consistent with the requirements of Education Code Section 1296(b), specifically two (2) complete consecutive school years in a teaching position requiring certification qualifications. Having completed two (2) complete consecutive school years of service in a teaching position requiring certification qualifications and having been reelected for the next succeeding school year, probationary bargaining unit members shall be classified as and become permanent employees of the Superintendent.

3.2.2 Non-Reelection

Probationary Unit Members shall be notified by March 15 of their second complete consecutive school year of employment by the Superintendent in a

teaching position requiring certification qualifications of the decision to reelect or not reelect the employee for the next succeeding school year to such position. Notice shall be given either personally or by registered or certified mail to the Unit Member's last known address with a post mark no later than March 15. In the event the Superintendent does not give notice pursuant to this provision, the Unit Member shall be deemed reelected for the next succeeding school year. The Superintendent retains the exclusive discretion to determine which probationary Unit Members shall be reelected or not reelected for the next succeeding school year. Non-reelected probationary Unit Members shall not be entitled to a statement of reasons nor to a hearing concerning the basis of the non-reelection decision.

3.2.3 Dismissal For Cause During the School Year

Probationary Unit Members may be dismissed for cause during the school year according to the process provided in Education Code Section 44948.3.

3.2.4 Reduction in Number of Probationary Employees

Probationary Unit Members may be laid off as provided in Education Code Sections 44949, 44955, 44955.5, 44957, and 44958.

Article 4 Federation Rights

- 4.1 Authorized representatives of the Federation and its members shall be permitted to transact Federation business in facilities owned or leased by the County Superintendent at available times other than during student contact hours.
- 4.2 The Federation shall have the right to post notices of activities and matters of Federation concern on the existing bulletin board in the County Office of Education or local school sites. The Federation may use the County Office delivery service and Unit Member mailboxes for communication to Unit Members, to the extent permitted by law.
- 4.3 The Federation may use County Office equipment for Federation business provided the Federation pays for the cost of all materials and supplies.
- 4.4 The Superintendent will provide the Federation Executive Board (i.e. President, Vice President, Secretary/Treasurer) and negotiating team members with a TCSEU Board agenda and unadopted minutes of the previous meeting at least forty-eight (48) hours prior to any regularly scheduled meeting and twenty-four (24) hours prior to any special meeting.
- 4.5 In the event the Federation desires to appear on the agenda of a regular TCSEU governing board meeting, the President of the Federation shall notify in writing the County Superintendent of Schools in sufficient time to be so scheduled.
- 4.6 Up to twelve (12) "release days" shall be granted to the Federation President or appointee to conduct Federation business. Days shall be approved in advance by the immediate

supervisor so that certificated classroom supervision can be arranged. The Federation shall reimburse the County Office for the costs of a substitute, plus statutory benefits, or the amount which would have been paid had a substitute been employed.

- 4.7 The Superintendent shall furnish the Federation with one (1) copy of the Superintendent's Policy Manual containing all policies and procedures currently in force. The Superintendent shall furnish the Federation one (1) copy of each proposed policy change which may impact upon Unit Members with backup materials.
- 4.8 The Superintendent shall furnish the Federation with a complete list of Unit Members in the bargaining unit as of August 31 of each year. The list shall contain the following information: name, address and telephone number (if available). The Superintendent shall supply the Federation with a list of the name, address and telephone number (if available) for each newly hired Unit Member within ten (10) working days of being employed.
- 4.9 The Superintendent shall make available to the Federation information concerning the County Superintendent's Office which is pertinent and relevant to negotiations and to the administration of this Agreement.
- 4.10 The Superintendent will deduct and forward from the monthly paycheck of each Unit Member Union dues and other voluntary deductions as authorized in writing by the Unit Member on the mutually accepted form. All Federation dues collected by the Superintendent as a result of deductions shall be remitted to the appropriate financial officer together with a printout of each payee's name.
- 4.11 The Federation shall indemnify and hold harmless the Superintendent from any claims made of any nature and against any lawsuit instituted against the Superintendent arising from its deductions for the dues, insurance or benefit programs of the Federation.
- 4.12 Bargaining unit members who voluntarily decide to join the Federation shall, as a condition of continued employment, maintain their membership in good standing for the duration of this Agreement. However, nothing in this section shall deprive Unit Members of the right to terminate their obligation to the Federation within a period of thirty (30) days following the expiration of this Agreement.
- 4.13 Unit members shall be informed by the Superintendent or his/her designee prior to the meeting of the purpose of any meeting for discipline or evaluative purposes.
- 4.14 Unit members shall have the right to request union representation during any meeting with supervisors/administrators from which discipline may result.
- 4.15 The County Superintendent or designee shall make every effort not to schedule any on-going business after the teacher work days on the first Wednesday of every month.
- 4.16 The County Superintendent of Schools or designee shall not knowingly permit any unit member to be subject to harassment, intimidation, abusive language, insults or interference by another employee during the course of and in the performance of their job

related duties. The Federation shall utilize the contractual grievance procedure prior to it initiating any other remedies available under law.

Article 5 Grievance Procedure

5.1 Definitions

- 5.1.1 A “grievance” is an allegation by a grievant that she/he has been adversely affected by a violation, misapplication or misinterpretation of a specific provision or provisions of this Agreement.
- 5.1.2 A “grievant” refers to any employee in the bargaining unit covered by the terms of this Agreement or the Federation.
- 5.1.3 A “day” for purposes of this Article is any day the Unit Member would be required to work.

5.2 Purpose

- 5.2.1 The purpose of the grievance procedure is to secure, at the lowest possible administrative level, acceptable solutions to problems that may, from time to time, arise affecting the welfare or working conditions of Unit Members. These proceedings will be kept as informal and confidential as possible at any level of the procedure.
- 5.2.2 To minimize workplace discord, grievances must be processed as quickly as possible. Therefore, the parties agree that the time limits specified in each of the following levels will be considered to be maximum allowable and every effort should be made to expedite the process. The parties may agree to extend any time limit set forth in this Article. In the event a grievance is filed near the end of the school year such that the grievance procedure time frame could not be completed by the grievant’s last working day of the school year, the parties agree to continue processing the grievance during the summer recess to the extent mutually agreeable or to carry the grievance forward to the next school year.

5.3 Procedure

5.3.1 Level 1 -- Informal Resolution

- 5.3.1.1 Within ten (10) days after the occurrence of an alleged act or omission giving rise to a grievance, the grievant must schedule a meeting to personally discuss the allegations with the grievant’s immediate supervisor with the objective of resolving the matter. No written documentation is required from the grievant at this Level.

5.3.2 Level 2 -- Immediate Supervisor

- 5.3.2.1 If the grievant is not satisfied with the informal disposition of her/his grievance at Level 1, or if the grievance has not been resolved within five

(5) days after discussing the problem with the supervisor in Level 1, the grievant may, within ten (10) days following the date of the Level 1 disposition, file a formal grievance with the immediate supervisor.

5.3.2.2 The grievance shall be in writing and shall include the name of the grievant, the date of the alleged violation, the provision or provisions of the collective bargaining agreement alleged to have been violated, the specific remedy sought by the grievant, and a description of the circumstances giving rise to the grievance.

5.3.2.3 Within ten (10) days after the receipt by the immediate supervisor of the written grievance, the immediate supervisor will meet with the grievant and a representative of the Federation in an effort to resolve the grievance. The immediate supervisor will render a written decision concerning the resolution of the grievance within ten (10) days thereafter. The immediate supervisor's written decision shall include the reasons for the decisions.

5.3.3 Level 3 -- Grievance Mediation

5.3.3.1 If the grievant is not satisfied with the disposition of her/his grievance at Level 2, or if no decision has been rendered within ten (10) days after the grievant has met with the immediate supervisor, or if the grievance is against the County Superintendent of Schools, the grievant may submit the grievance to mediation.

5.3.3.2 Requests for grievance mediation must be in writing and submitted to the County Superintendent with ten (10) days after the date of the immediate supervisor's decision, within ten (10) days after the occurrence of an alleged act or omission giving rise to a grievance against the County Superintendent, or, in absence of a Level 2 response, within twenty (20) days of the date the Grievant met with his or her immediate supervisor concerning the Level 2 grievance.

5.3.3.3 Upon receipt of the request for mediation, the parties shall request the services of a mediator from the State Mediation/Conciliation Service.

5.3.3.4 The mediation shall be scheduled at a mutually agreeable time and location. The mediator shall attempt to resolve the grievance by exploring settlement options with the parties. Settlement options advanced by the mediator shall not be binding on the parties, unless mutually acceptable. The mediator shall not issue any public statements of fact or opinion concerning the disputed issue. In the event of a mutually acceptable settlement, the terms of such settlement shall be reduced to writing and signed by the parties.

5.3.4 Level 4 -- County Superintendent of Schools

5.3.4.1 In the event the parties are unable to reach an agreement through mediation, the grievant may submit the grievance to Level 4 within ten (10) days of conclusion of the grievance mediation.

5.3.4.2 The Grievant shall, within that ten (10) day period, submit to the County Superintendent, the person alleged to have violated or misapplied the contract, and to the Superintendent's designees a copy of all documentation and correspondence concerning the disposition of the grievance at each of the prior levels. The Superintendent's designee shall, within ten (10) days of receipt of the grievant's documentation, submit any additional documentation he or she deems appropriate to the County Superintendent and to the grievant.

5.3.4.3 Within ten (10) days after the receipt of the written documentation from both parties, County Superintendent shall meet with the parties. The grievant and the Superintendent's designee may present testimony or written statements from identified relevant percipient witnesses. The County Superintendent of Schools shall render a written decision within ten (10) days after meeting with the grievant and the Superintendent's designee. The Superintendent's written decision shall include the reasons for the decisions.

5.3.5 Level 5 -- Advisory Arbitration Panel

5.3.5.1 If the Federation is not satisfied with the disposition of the grievance at Level 4, the Federation may submit the grievance to an Advisory Arbitration Panel within fifteen (15) days after receipt of the Superintendent's written decision.

5.3.5.2 Upon receiving the request for advisory arbitration from the Federation, the Superintendent shall, within ten (10) days, request a list of five (5) arbitrators from the California Mediation and Conciliation Service. The Superintendent shall immediately provide the list of names to both parties. Within ten (10) days of receipt of the list of potential chairpersons, a representative of the Superintendent and the Federation shall meet and alternately strike names until one name remains. The parties shall draw lots to see which party strikes first. The person who remains shall serve as the chairperson.

5.3.5.2.1 The parties agree that the cost of arbitration is a crucial factor. If the arbitrator's total cost for conducting the arbitration (travel, hotel accommodations, preparation, hearing, etc.) exceeds \$1500, the parties agree to meet and confer regarding obtaining the services of an arbitrator. Only by the mutual consent of the parties will the matter be submitted to advisory arbitration if the total cost of arbitration exceeds \$1500 for the chairperson. If the parties are unable to agree upon an alternative method of conducting advisory arbitration, this step shall not be included in

the grievance process.

5.3.5.2.2 Unless the parties mutually agree to pay for the cost of a court reporter, the party who requests the presence of a court reporter shall pay for a court reporter. Each party shall be responsible for the costs of any transcripts following the hearing.

5.3.5.3 Within ten (10) days of the appointment of a chairperson, each party shall select a representative for the advisory arbitration panel. If the Federation's panel member is an employee of the County Superintendent of Schools' Office, the Federation agrees to reimburse the County Superintendent for the cost of the substitute, including any statutory costs, or the amount which would have been paid had a substitute been employed.

5.3.5.4 The arbitration panel shall conduct a hearing at which both parties may present witnesses and evidence.

5.3.5.5 The arbitration panel shall have no right to amend, modify, nullify, or ignore the provisions contained in this Agreement.

5.3.5.6 Within thirty (30) days of the conclusion of the hearing, the arbitration panel shall render a written decision on the issue(s) submitted. If the decision of the panel is not unanimous, the panel shall issue a majority and minority written opinion.

5.3.5.7 Within ten (10) days of receipt of the opinion(s) of the arbitration panel, the County Superintendent shall affirm, modify, or reject the majority or unanimous written decision of the panel.

5.3.5.8 Each party shall bear the cost of preparing and presenting its own case to the arbitration panel. All fees and expenses of the chairperson shall be shared equally by the parties unless the Superintendent modifies or rejects the unanimous or majority written decision of the panel. In that event, the Superintendent shall pay for all costs of the chairperson. Regardless of the Superintendent's decision, each side shall be responsible for the fees and costs of their panel member. The grievant, the grievant's representative, the Officer of the Chapter, and any employees of the County Superintendent who are called as witnesses shall be compensated at their regular rate of pay.

5.3.5.9 The decision of the Superintendent shall be final and binding on the parties.

5.4 General Provisions

5.4.1 The failure of the grievant to meet any of the time limits established by this Article shall invalidate the grievance.

- 5.4.2 A grievant may request the participation of the Federation at any level of the grievance process.
- 5.4.3 The Federation or the County Superintendent may consolidate grievances for the purpose of arbitration.
- 5.4.4 If a grievance affects a group or class of unit members and the facts with respect to all persons alleged to be aggrieved are substantially the same and the issue(s) raised by the grievance are the same as to all unit members involved, the Federation may initiate and submit such grievances as a class grievance on behalf of all aggrieved unit members.
- 5.4.5 One (1) Federation representative, the grievant(s), and County Superintendent of Schools' employee(s) called as witnesses shall be released without loss of pay in order to participate in grievance meetings and proceedings. At the hearing before an arbitration panel, the Federation may also include an Officer of the Chapter without loss of compensation.
- 5.4.6 The Federation shall notify the Superintendent of the individual(s) authorized to act as the grievant's representative for the purpose of the grievance.
- 5.4.7 The Superintendent shall cooperate with the Federation in the investigation of any grievance and shall provide the Federation with such available information as is requested.
- 5.4.8 At all stages of the grievance process, except for the Advisory Arbitration Panel, the grievant may proceed without a Federation representative provided the County Superintendent does not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and is given the opportunity to file a written response. Any such resolution shall be consistent with the terms of the negotiated agreement.
- 5.4.9 No reprisals of any kind shall be taken against any unit member because of participation in the grievance procedure in accordance with the terms of this Agreement.
- 5.4.10 All records dealing with the processing of grievances shall be filed separately from the personnel file of the unit member.

Article 6 Leaves of Absence

6.1 Sick Leave

6.1.1 Sick Leave Entitlement

Every certificated employee working a regular one hundred eighty-three (183) day workyear for five (5) school days each week shall be entitled to ten (10) days'

personal illness or injury leave of absence per school year with full pay. Every certificated employee working a regular two hundred (200) day workyear for five (5) school days each week shall be entitled to eleven (11) days' personal illness or injury leave of absence per school year with full pay. Such leave for employees working less than five (5) days per week shall be proportionately less. All deductions for sick leave use shall be accounted for in hours.

6.1.2 Use of Unearned Sick Leave

Sick leave shall be credited at the beginning of the school year. Employees who do not complete a full year of service will be charged for any unearned sick leave used as of the date of termination.

6.1.3 Unused Sick Leave

Unused days of sick leave shall be accumulated from year to year without limitation. Upon request, an employee who terminates her/his service to the Superintendent after being employed for one (1) school year may have her/his accumulated sick leave transferred to her/his next public school employer as provided in the Education Code.

6.1.4 Verification

6.1.4.1 After any absence due to illness or injury, the employee shall verify the absence by submitting a completed and signed absence form provided by the Superintendent to her/his immediate supervisor.

6.1.4.2 The Superintendent additionally reserves the right to require written verification by the employee's doctor whenever an employee's absence record shows chronic absenteeism or a pattern of absences or whenever the Superintendent suspects that an absence may not be related to illness or injury.

6.1.4.3 Whenever the Superintendent has reason to believe that an employee does not have a medical reason for continued absence, the Superintendent, at his expense, may require an employee to be examined by an appropriate physician selected by the president of the Tuolumne County Medical Society in order to determine whether the employee is medically able to perform the essential functions of the unit member's position. The Superintendent shall comply with the Confidentiality of Medical Information Act. If the physician's report concludes that the employee's condition does not warrant continued absence because the employee is medically able to perform the essential functions of the position, the Superintendent may deny further paid leave after giving notice to the employee.

6.1.5 Return to Work Authorization

- 6.1.5.1 Following any absence of one (1) school week or longer, the Superintendent, in his exclusive discretion, may require the employee to submit a statement from the employee's physician indicating that the employee can safely perform the essential functions of their position.
- 6.1.5.2 The employee's physician must also indicate any limitations and/or suggested accommodations that are necessary to allow the returning employee to perform such essential functions and the estimated duration of such limitations or accommodations.
- 6.1.5.3 The Superintendent reserves the right to have the employee examined by an appropriate physician selected by the president of the Tuolumne County Medical Society to determine whether the employee can safely perform the essential functions of their position and whether or not accommodations are necessary to permit such performance. The Superintendent shall comply with the Confidentiality of Medical Information Act. In the event there is a conflict of opinion between the employee's physician and the physician selected by the Medical Society president, the parties agree that the Superintendent may rely on the opinion of the physician selected by the Medical Society president to determine whether the employee may permissibly return to work and under what conditions may the employee do so.

6.1.6 Notifications

Employees shall notify the Superintendent of their inability to work due to medical reasons by at least 6:30 a.m. of the day of absence, unless compelling circumstances prevent notification by that time, so that substitute services may be secured where needed. This notification shall include an estimate of the expected duration of absence, if known. Unless the employee notifies the Superintendent of her/his need to be absent for an additional day, a substitute will not be secured.

- 6.1.7 When earned sick leave has been exhausted and a Unit Member is absent because of illness or accident, the Unit Member shall be paid the difference between her/his salary and the salary of a substitute employed to fill her/his position, or the amount which would have been paid to a substitute had one been hired, for a period not to exceed five (5) school months. For purposes of determining differential pay, the five (5) month period shall commence upon the day of absence following the exhaustion of the annual entitlement of sick leave as provided in section 6.1.1, or proration thereof, and shall run concurrently with accumulated sick leave.

6.2 Industrial Accident and Illness Leave

When a certificated employee is absent from her/his duties because of an industrial accident or illness, the following rules shall apply:

- 6.2.1 Allowable leave for any single industrial accident or illness shall be for up to sixty (60) days during which time the educational programs of the Superintendent are being conducted, or when the employee would otherwise have been performing work for the Superintendent in any one fiscal year.
- 6.2.2 Allowable industrial accident and illness leave shall not accumulate from year to year.
- 6.2.3 Industrial accident or illness leave shall start on the first day of absence. Accumulated sick leave will not be used until industrial accident leave is exhausted.
- 6.2.4 An employee on allowable leave for industrial accident or illness shall be paid such portion of the salary due for any month in which the accident occurs as, when added to Workers' Compensation temporary disability indemnity, will result in a payment to the employee of not more than her/his full salary.
- 6.2.5 Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 6.2.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee is entitled to only the amount of unused leave due the employee for the same illness or injury. On expiration of allowable leave for an industrial accident or illness leave, the employee may use any accumulated personal illness and injury leave, if any.
- 6.2.7 During any paid leave of absence, the employee may endorse to the Superintendent the temporary disability indemnity checks received on account of her/his industrial accident or illness. In those cases, the Superintendent will issue appropriate salary warrants for payment of the employee's salary and will deduct normal retirement, other authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. While a Unit Member is in paid status, the Superintendent shall continue contributing to the cost of health and welfare benefits.
- 6.2.8 Any employee receiving benefits under this leave shall, during periods of injury or illness, remain within the State of California unless the TCSEU Governing Board authorizes travel outside the state.
- 6.3 Personal Necessity Leave
 - 6.3.1 A certificated employee may use up to seven (7) days of her/his accrued sick leave during any school year for reasons of personal necessity. Personal necessity leave will be credited and may be used on an hourly basis.
 - 6.3.2 Acceptable reasons for the use of personal necessity leave include:

- 6.3.2.1 Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions in contract Section 6.5 or to attend the funeral of a close personal friend.
- 6.3.2.2 An accident involving the employee's person or property.
- 6.3.2.3 Fire, flood or other immediate danger to the home of the employee.
- 6.3.2.4 Required court appearance other than jury duty and other than that required when the employee is an agent of the Superintendent.
- 6.3.2.5 Illness of a member of the Unit Member's immediate family which requires the care and attention of the Unit Member.
- 6.3.2.6 With the prior approval of the Unit Member's supervisor, the Unit Member may take personal necessity leave to facilitate travel time to attend a required continuing education course for the purpose of maintaining or completing a certificate or credential.
- 6.3.3 For purposes of this section, "immediate family" is defined as the mother, father, grandmother, grandfather or grandchild of the employee or the employee's spouse, the employee's spouse, son, son-in-law, daughter, daughter-in-law, brother or sister, foster child, or any person living in the employee's immediate household.
- 6.3.4 Four personal necessity leave days may be used for discretionary purposes. These discretionary days may be used to extend a holiday, weekend or vacation period. No other personal necessity leave shall be granted for purposes of personal convenience, for the extension of a holiday or vacation period, or for matters which can be taken care of outside of working hours. The Superintendent may authorize the use of Personal Necessity Leave for purposes not specifically listed in this subsection.
- 6.3.5 The employee shall request advance permission for personal necessity leave, except in urgent situations such as the death or serious illness of a member of the immediate family or accident involving the employee's person or property.
- 6.3.6 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed absence form provided by the Superintendent to her/his immediate supervisor. The Superintendent reserves the right to request verification that the leave was used for personal necessity.

6.4 Family/Medical Leave of Absence

6.4.1 Eligibility

Employees who have been employed by the Superintendent for at least twelve (12) continuous months and have worked at least 1250 hours in the 12-month period preceding the date to begin the leave, may be granted an unpaid Family/Medical Leave of Absence for up to twelve (12) weeks within any twelve (12) month period.

6.4.2 Permissible Uses of FMLA

FMLA may be requested for the following reasons:

- 6.4.2.1 Childbirth;
- 6.4.2.2 Employee's own serious health condition;
- 6.4.2.3 The serious health condition of the employee's parent (or someone who stood *in loco parentis* when the employee was a child), spouse, or child;
- 6.4.2.4 Care of a newborn;
- 6.4.2.5 Adoption of a child; or
- 6.4.2.6 Placement of a foster child in the employee's home. For employees taking leave for birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks and must conclude within one (1) year of the birth or placement for adoption of foster care.
- 6.4.2.7 Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a covered military member on "covered active duty".
- 6.4.2.8 Twenty-six workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).

6.4.3 Procedure for Requesting FMLA

Employees wishing to request a FMLA must submit a written request thirty (30) days in advance, if the need for the leave is foreseeable. If the need is not foreseeable, the employee must give the Superintendent a written notice as early as possible. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy. When medically necessary, leave may be taken on an intermittent or reduced work schedule.

6.4.4 Health Care Provider's Certification

The Superintendent requires a health care provider's certification of the employee's or the employee's family member's health condition to accompany the request.

6.4.4.1 If the leave is for the employee's own serious health condition, the medical certification must contain the following information:

6.4.4.1.1 The date, if known, on which the serious health condition commenced;

6.4.4.1.2 The probable duration of the condition; and

6.4.4.1.3 Statement that due to the serious health condition the employee is unable to work at all or is unable to perform any one or more of the essential job functions of the position.

6.4.4.2 If the leave request is to care for a family member (child, parent or spouse) of the employee, the following information is required:

6.4.4.2.1 The date, if known, on which the serious health condition commenced;

6.4.4.2.2 The probable duration of the condition;

6.4.4.2.3 Estimate of the amount of time the health care provider believes the employee needs to care for the individual requiring care; and

6.4.4.2.4 Statement that the condition warrants the employee's participation to provide care during a period of treatment or supervision.

6.4.5 Compensation and Benefits During FMLA

FMLA is an unpaid leave of absence, except to the extent the leave is for the employee's own serious health condition for which the employee may be eligible for sick leave and substitute differential pay. All Superintendent-paid insurance benefits will continue during the FMLA, up to the twelve (12) week maximum.

6.4.6 Return From FMLA

To return to work after a leave for an employee's own serious condition, an employee must provide a written release to duty regarding their health condition from their health care provider to the Personnel Department. Upon return from leave, an employee will be returned to the same position or to a comparable position with the Superintendent. An employee may be denied reinstatement following FMLA if:

6.4.6.1 an employee does not provide a written release to return to duty; or

6.4.6.2 employment would have ceased anyway for business reasons unrelated to the leave.

6.5 Pregnancy-Related Disability Leave

6.5.1 A Unit Member is entitled to leave without pay if disabled by pregnancy, childbirth or a related medical condition under the same terms and conditions as govern any other unpaid leave of absence. A Unit Member is disabled by pregnancy if, in the opinion of her own doctor or other licensed health care practitioner, she is unable because of pregnancy, childbirth or a related medical condition to perform the essential functions of her job or to perform these duties without undue risk to herself or other persons. The length of such leave, including the date on which such leave shall commence and the date on which duties are to be resumed, shall extend for the duration of the leave not to exceed four (4) months. The Superintendent may require verification of the extent of disability through a physical examination of the employee as provided in Section 6.1.4.

6.5.2 Unit Members are entitled to use accumulated sick leave as set forth in contract Section 6.1 during the pregnancy-related disability leave.

6.5.3 After completing the pregnancy-related disability leave, the Unit Member will be returned to her original job or to a substantially similar job.

6.6 Bereavement Leave

6.6.1 An employee is entitled to a leave of up to three (3) days, or five (5) days if out-of-state travel or travel in excess of three hundred (300) miles is required, upon the death of any member of the employee's immediate family. The Superintendent will pay the employee her/his regular salary during this leave.

6.6.2 At the employee's request, bereavement leave may be extended under personal necessity leave provisions contained in contract Section 6.3.

6.6.3 For purposes of this section, members of the immediate family are: the mother, father, grandmother, grandfather, or a grandchild of the employee or the employee's spouse; the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee; or any person living in the employee's immediate household.

6.6.4 At his/her discretion, the Superintendent or designee may grant additional unpaid bereavement leave.

6.7 Jury Duty Leave

6.7.1 The Superintendent will grant an employee leave with pay to appear in court as a juror or as a witness other than a litigant.

6.7.2 In order to receive her/his regular pay, the employee shall turn over to the Superintendent any juror or witness fees received, minus the cost of mileage and other expenses necessitated by the court appearance. If the employee fails to turn over to the Superintendent the juror or witness fee, the employee will receive only the difference between the employee's regular earnings and the amount she/he receives for juror or witness fees.

6.7.3 The employee shall submit notices, summons, and subpoenas for court appearances to the Superintendent's Office when requesting leave.

6.8 Military Leave

All provisions of the law pertaining to military leave will be complied with.

6.9 Unpaid Leave

The Superintendent may in his exclusive discretion grant an unpaid leave of absence in any duration, not to exceed one (1) school year at a time. The Unit Member shall have the right to return to the position held at the time of the leave unless agreed to by the Unit Member. If as a result of the unpaid leave of absence the Unit Member does not work for at least 75% of the school year, the Unit Member shall not receive salary advancement for that year.

6.10 Retraining Leave of Absence

When necessary to meet the legal and operational needs of the special education program, as determined by the Superintendent in consultation with the TCSEU Governing Board, the Superintendent may offer an interested Unit Member retraining leave to allow her/him to attend training sessions and/or coursework at an accredited college or university that will enable the Unit Member to qualify for additional credentials or certificates that are needed by the program. The terms of such retraining leave shall be mutually agreeable between the interested Unit Member, who may be represented by the Federation, and the Superintendent. The terms of the leave shall be agreed upon and reduced to writing prior to the initiation of the leave, a copy of which shall be given to the Federation. Retraining leave may be revoked by the Superintendent, and the Unit Member required to return to work, if the Unit Member fails to satisfy the terms of the leave. The Superintendent may require as a condition of such leave that the Unit Member commit to remaining in the employment of the Superintendent for an agreed upon period of time, not to exceed two (2) school years, following the completion of the leave.

6.11 State Disability Insurance

Benefits granted under State Disability Insurance shall be coordinated with other leave benefits so that the employee maximizes the benefits to which she/he is entitled.

6.12 Parental Leave

6.12.1 Definition of Parental Leave

- 6.12.2 For purposes of the Section, "Parental Leave" has the same definition as set forth in Education Code section 44977.5, which provides that parental leave is "leave for reason of the birth of the child of the employee, the placement of a child with an employee in connection with the adoption, or the foster care placement of a child with the employee."

6.12.2 Eligibility for Parental Leave

- 6.12.2.1 An employee who requests Parental Leave is not required to have worked 1250 hours within the last 12 months.

6.10.3 Compensation During Parental Leave

- 6.12.3.1 When a unit member has exhausted all available sick leave during his or her 12-workweek period of Parental Leave, including all accumulated sick leave, and continues to be absent from the unit member's duties on account of parental leave pursuant to Education Code 44977.5, the unit member shall be compensated at 50% of his/her regular salary for the remaining portion of the 12-workweeks of Parental Leave.

6.12.4 Calculation of Parental Leave ^[SEP]

- 6.12.4.1 The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of Parental Leave. ^[SEP]
- 6.12.4.2 A unit member shall not be provided more than one 12-week period of Parental Leave per 12-month period. If a school year terminates before the 12-workweek period of Parental Leave is exhausted, the unit member may take the balance of the 12-workweek period in the subsequent school year as long as all 12-workweeks of Parental Leave are used within 12-months of the birth, adoption, or foster care placement of a child. ^[SEP]
- 6.12.4.3 The aggregate amount of parental leave taken pursuant to this Section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period. ^[SEP]

6.12.4.4 Parental leave shall run concurrently with all other paid and unpaid leaves. ^[T]_{SEP}

6.12.5 One 12-Week Leave Period for Both Parents Employed by TCSOS

6.12.5.1 When both spouses (registered domestic partners) of the child are employed by TCSOS, and both are eligible for leave under this Section, the spouses (or registered domestic partners) will be limited to a total of 12 workweeks of paid Parental Leave between the two of them.

Article 7 Job Sharing

- 7.1 The TCSEU Governing Board may allow, in its exclusive discretion, job sharing on a case-by-case basis. For the purposes of this Article, job sharing means that two (2) appropriately credentialed bargaining unit members with permanent status would share a single assignment. The effect of two Unit Members agreeing to share a single assignment is that each of the Unit Members would be placed on an unpaid leave of absence for a portion of their regular full-time position.
- 7.2 Unit members in a job share arrangement shall receive a prorated contribution to fringe benefits and shall be treated the same as all other regular part-time employees for purposes of advancement on the salary schedule.
- 7.3 A leave of absence for job sharing shall be for one (1) year, except that such leave may be renewed for an additional year. The immediate supervisor shall evaluate whether the job share arrangement was successful at the end of the first year. The immediate supervisor shall make a recommendation to the TCSEU Governing Board at its regular May meeting as to whether to renew the job share arrangement for a second year. If the job share arrangement is determined to be successful, during the second year the Unit Members who would like to continue job sharing must submit a letter of resignation for one-half (.5) F.T.E or the equivalent proportional division of the job share of their full-time positions by no later than March 1. Otherwise, the Unit Members must return to their full-time positions effective with the next succeeding school year. The TCSEU Governing Board may approve or deny continued job sharing in its exclusive discretion.
- 7.4 Both members of the job share team shall attend the first day of school (unless excused by the immediate supervisor) and attend such special activities as staff meetings, department meetings, inservices, parent conferences, open house and back to school night meetings. Irrespective of the job sharing arrangement, both Unit Members shall work three (3) teacher work days in addition to their part-time contract.
- 7.5 The job share team shall develop individual job responsibilities and descriptions, as well as develop techniques for maintaining ongoing communication between one another as well as those people being served, to be approved by the immediate supervisor.

Article 8 Evaluation

- 8.1 Evaluation and assessment of performance shall be made on a continuing basis, at least once each year for probationary bargaining unit members and at least once every other year for permanent bargaining unit members.
- 8.2 The formal evaluation shall be in writing. If the employee is not performing satisfactorily according to the standards of the Superintendent, the employee shall be notified in writing of such unsatisfactory performance. In such cases, the Superintendent or his/her designee shall make specific recommendations for improvement of the employee's performance.
- 8.3 A copy of the evaluation shall be provided to the Unit Member no later than thirty (30) days before the last day of school. The Unit Member shall have the right to prepare a written response to the evaluation. The written response shall become a permanent attachment to the evaluation in the Unit Member's personnel file. The content of an evaluation is exempt from the grievance procedure in Article 3.
- 8.4 The Superintendent or his/her designee will require that employees who receive unsatisfactory evaluations participate in a program designed to improve areas of performance in order to further student achievement and the Superintendent's objectives.
- 8.5 Evaluation Procedures

8.5.1 Planning Time Frame

Within the first thirty (30) school days of the school year, the evaluator will do the following:

- 8.5.1.1 Notify each Unit Member who will be subject to the formal evaluation process for that school year and give them copies of the evaluation and observation instruments that will be used in the evaluation process along with a timeline for the evaluation process.
- 8.5.1.2 Meet with each Unit Member who will be formally evaluated to discuss the elements, goals and objectives that will form the basis for evaluation. In the event the evaluator and the Unit Member are unable to reach a consensus on the evaluation elements, goals, and objectives, the evaluator shall establish a plan of evaluation for the Unit Member taking into consideration the Unit Member's needs and concerns.
- 8.5.1.3 The basis for evaluation shall be the assessment of the Unit Member's performance as it relates to classroom control, maintenance of suitable learning environment, performance of professional responsibilities and student progress in relation to established goals and/or objectives.

8.5.2 Observation Time Frame

- 8.5.2.1 A minimum of two (2) formal observations will be made during the evaluation period. A record of all formal observations and conferences will be made and all necessary support material will be collected for attachment to the formal evaluation. The evaluator may also make informal observations as the evaluator deems necessary.
- 8.5.2.2 Before the 60th school day, the evaluator shall complete the first formal observation. Before the 120th school day, the evaluator shall complete the second formal observation.
- 8.5.2.3 Formal observations shall be preceded by a pre-observation conference between the evaluator and the Unit Member during which the participants shall discuss the date of the observation, the unit of instruction to occur during the observation, and the goals and objectives to be observed.
- 8.5.2.4 A post-observation conference shall be held between the evaluator and the Unit Member. This conference should take place within five (5) school days but in no event shall it take place more than ten (10) school days following the observation.
 - 8.5.2.4.1 If performance problems are identified during the observation any deficiencies and specific suggestions for improvement in performance shall be discussed and noted in writing. Included in this discussion shall be commitments of administrative support to assist the Unit Member, such as observing another teacher's classroom, workshops, and the Peer Assistance and Review (PAR) program.
 - 8.5.2.4.2 If such problems are noted in the first observation, the evaluator and Unit Member shall agree on the date of the next observation to allow time for addressing the performance deficiencies. In no event shall the second observation occur later than the 120th school day.
- 8.5.2.5 The time frame for observations may be changed with the mutual consent of the evaluator and the Unit Member with written notice of such change made to the Federation President.

8.5.3 Final Evaluation Time Frame

The final evaluation conference shall take place no later than thirty (30) days before the end of the Unit Member's regular workyear.

- 8.6 Permanent employees, who are highly qualified, and who have at least ten (10) years of experience with the County Office of Education, and who have received evaluations that meet or exceed standards, may agree to be evaluated every five (5) years. Employees or the employer may withdraw consent at any time.

Article 9 Personnel Files

- 9.1 Materials in personnel files of Unit Members shall be maintained in accordance with the provisions of Education Code Section 44031.
- 9.2 Materials in personnel files which may serve as a basis for affecting a Unit Member's employment status shall be available for inspection by the Unit Member or by a representative designated in writing, by the Unit Member, and copies shall be given to the Unit Member.
- 9.3 Every Unit Member shall be allowed to inspect, copy and respond to all materials in the Unit Member's personnel file.
- 9.4 Any employer-generated document placed in the personnel file shall be signed and dated.
- 9.5 No derogatory material shall be entered into a Unit Member's file unless and until the Unit Member has been given written notice and an opportunity to review said material and has had at least ten (10) work days to prepare a written response which shall be attached to said material. Such review may take place while the Unit Member is in paid status.
- 9.6 There shall be one (1) personnel file maintained in the County Superintendent's office.
- 9.7 Public Charges and/or Complaints
 - 9.7.1 All charges and/or complaints against a Unit Member shall be made to the immediate supervisor in writing and signed by the complainant. Charges and/or complaints against a Unit Member shall be confidential.
 - 9.7.2 A copy of any written charges and/or complaint shall be provided to the Unit Member.

Article 10 Assignment Procedures

- 10.1 Each Unit Member shall be given written notice of her or his next year's assignment not later than June 1st. Such notice shall specify the location(s) and position title(s) for the assignment. Unit members shall have the opportunity, on or before April 30th of each school year, to indicate a preference for a new assignment for the following school year. In making the assignments for the following school year, the unit member's immediate supervisor shall consider recommendations from such Unit Members, in configuring assignments for the next school year. The immediate supervisor shall be solely responsible for making final decisions concerning assignments.
- 10.2 For purposes of this article, a reassignment is defined as a change in the work assignment of the Unit Member.
 - 10.2.1 An employee-requested reassignment is voluntary.

- 10.2.2 An employer-required reassignment is involuntary.
- 10.3 Unit members may request to be reassigned to vacant positions. A vacancy is defined as an unfilled position that may have been created by death, resignation, retirement, termination, transfer, reassignment, or increased enrollment. An opening created by a regular Unit Member's leave of absence shall not be considered a vacancy.
- 10.3.1 Notice of job vacancies will be emailed to each member's employer provided email address and sent to each Unit Member's home at least five (5) working days in advance of job vacancy application deadline. On or before April 15, the immediate supervisor shall send to each Unit Member at the Unit Member's home a list of known vacancies for the next school year. Bargaining unit members shall be given five (5) working days to apply for vacant positions before such positions are posted for outside applicants.
- 10.3.2 The Superintendent shall use the following criteria in considering a voluntary reassignment request to a vacant position: Program needs, credentials, training, years of service, and disruption to the educational program.
- 10.3.3 If a vacancy occurs during the instructional year, the County Superintendent of Schools may post notice for outside applicants at the same time notice is emailed to the employer provided email address and mailed to each Unit Member's home address. The County Superintendent of Schools authority to publicize such mid instructional year vacancies does not negate the rights of the current unit members to be considered for voluntary reassignment pursuant to Section 10.3.2.
- 10.3.3.1 If a voluntary reassignment request is denied the Unit Member shall be provided with specific reasons, in writing, for the denial.
- 10.4 Unit members may only be involuntarily reassigned within their credential area. Whenever possible, the immediate supervisor will solicit voluntary reassignment requests before involuntarily reassigning Unit Members. A unit member may only be involuntarily reassigned for the following reasons:
- (i) To meet State or Federal Compliance Requirements;
 - (ii) Due to changes in enrollment, changes in program, or changes in facilities;
 - (iii) Maintenance of constructive working relationships.
- 10.4.1 The unit member chosen for an employer-initiated transfer shall be the least senior unit member qualified to perform the necessary services. Should the Superintendent determine that the needs and interests of students, parents, co-workers, or teachers associated with the employer-initiated transfer would be adversely affected by involuntarily transferring the least-senior unit member, the Superintendent may involuntarily transfer a more senior unit member. The Superintendent's determination shall be in writing and shall be based on justifiable

reason(s). Prior to the involuntary transfer, the Superintendent shall consult with the Federation President.

10.4.2 Any unit member who is administratively transferred (employer initiated) shall not again be administratively transferred for at least two (2) years without the consent of the unit member.

10.4.2.1 This section shall not apply if there are no other unit members credentialed and competent to perform the services needed.

10.4.3 Involuntary reassignments shall not be effected for arbitrary or capricious reasons. The County Superintendent of Schools shall consider increased travel time from unit member's home, seniority, and interruption of current programs before involuntarily transferring a unit member.

10.4.4 If a Unit Member is involuntarily reassigned, the immediate supervisor shall provide for movement of all materials and equipment and arrange for appropriate assistance.

10.5 Prior to the effective date of a reassignment and after consulting with the affected Unit Member, the immediate supervisor shall authorize reasonable paid time to accommodate the packing and unpacking of materials, review of student IEP's and curriculum, and introductory contacts with parents as warranted, not to exceed release time of five (5) school days for mid-year reassignments and two (2) school days of release time or compensatory time off for reassignments for the next school year, unless there are unique circumstances as determined by the immediate supervisor. The parties recognize that the amount of release time granted should be limited to the minimum necessary to optimize the educational advantages of having the regular certificated employee in the classroom as quickly as possible and to minimize the unproductive expenditure of resources.

10.6 It is the intent of the parties to exchange as much information concerning assignments and the options and/or need for reassignments as logistically possible.

10.7 Prior to the end of each school year, all psychologists and the Special Education Coordinator shall jointly meet to develop a plan for the fair and equitable distribution of program and case load assignments for the following year. Program and case load assignments shall be distributed to each psychologist for the upcoming year not later than the last instructional day. The Special Education Coordinator retains the right to adjust assignments during the school year, after consultation with the affected psychologists, due to shifts in student population.

Article 11 Discipline

11.1 The County Superintendent of Schools' Office may only impose discipline against a unit member for just cause.

11.2 The Superintendent shall ordinarily use progressive discipline in response to Unit Member misconduct, to the extent it is warranted and practicable under the

circumstances. For the purposes of this Article, progressive discipline shall include an oral warning, a written warning, and a written reprimand prior to the imposition of more significant disciplinary action. Nothing in this Article shall restrict the Superintendent's right and/or obligation to initiate dismissal procedures as provided in the Education Code; nor shall it restrict any rights that the unit member has under law.

- 11.3 "Discipline" may include a suspension without pay for a specific period not to exceed ten (10) workdays, however such suspension shall not reduce or deprive the Unit Member of seniority or any fringe benefits. Should the suspension be overturned or modified through the grievance process, the unit member shall be entitled to back pay.
- 11.4 Written notification to the Unit Member of any disciplinary action, including any suspension without pay, shall be written in ordinary and concise language and include the following information:
 - 11.4.1 The disciplinary action to be taken.
 - 11.4.2 A statement of the misconduct upon which the disciplinary action is based, including the time, dates, and location of such alleged misconduct as determined by an investigation.
 - 11.4.3 Where applicable, a statement of the rules, regulations or statutes which the bargaining unit member is alleged to have violated.
- 11.5 Unit members shall have the right to request union representation during any meeting with supervisors/administrators from which discipline may result.
- 11.6 The Unit Member shall have the right to respond to the charges either orally or in writing prior to the imposition of discipline. Upon request of a bargaining unit member who has been disciplined, three (3) school months following the incident giving rise to the discipline, the supervisor shall provide a written status report concerning the extent to which the Unit Member has complied with the directions for corrective action. A copy of this status report shall be placed in the Unit Member's personnel file. Information or proceedings regarding actual or proposed disciplinary action shall be kept confidential, unless disclosure is otherwise required by law or court order.
- 11.7 The imposition of discipline under this Article may be appealed through the grievance procedure.

Article 12 Work Days and Hours

- 12.1 The number of working days required of the Unit Member shall not exceed one hundred eighty-three (183) days per school year, one hundred and ninety (190) days for psychologists, LSH specialists, and the school nurse and two hundred (200) days for those Unit Members working in the Early Start program (or a proration thereof for part-time employees), with additional days possible at the Unit Member's pro rata per diem upon mutual agreement of the Superintendent or designee and the Unit Member.

- 12.2 Unit Members shall be compensated for additional assignments requested of them by the Superintendent or designee that are in excess of one hundred eighty-three (183) days, one hundred and ninety (190) days for psychologists, LHS specialists and the school nurse or two hundred (200) days for those Unit Members working in the Early Start program, at the Unit Member's regular rate of pay.
- 12.3 At least two (2) preparation days shall be allocated to the Unit Member for classroom/program preparation prior to the start of school. The County Superintendent's designee may, in addition, schedule one work day prior to the start of the school year for the purpose of the training. The County Superintendent or designee shall consult with staff prior to the last instructional day of the previous year to select the work day for the following school year. The required work day must be consecutive to at least one school district's school year.
- 12.4 The work day shall begin thirty (30) minutes prior to the commencement of the instructional Day at the Unit Member's regularly scheduled work assignment, except for school psychologists who shall establish a regular schedule which parallels student schedules at the Unit Member's work site(s), and to which the Unit Member shall adhere, except when the employee's duties require them to be elsewhere. The work day shall be seven and one-half (7.5) hours. As part of the 7.5 hours, each unit member shall receive a duty-free lunch of no less than thirty (30) minutes. Any extra duty work approved by the immediate supervisor, with the exception of those responsibilities defined in Section 12.5, which extends the unit member's work day shall be compensated the unit member's per diem hourly rate of pay. Psychologists shall be compensated for such extra duty work on a per diem basis.
- 12.5 In addition to the work day defined above, The County Superintendent or designee shall establish a regular schedule of general staff meetings for all unit members to attend. There shall be no more than one (1) meeting per month of not more than one and one-quarter (1.25) hours for purposes determined by the immediate supervisor (maximum ten (10) meetings per year).
- 12.5.1 The Federation shall be permitted time immediately following the staff meeting to conduct business. Additional mutually agreed upon Federation/County Office meetings may be scheduled to discuss mutual concerns.
- 12.5.2 The work day shall be extended to accommodate such professional responsibilities as parent or student conferences, and community functions such as Open House and Back to School Night.
- 12.6 Unit members may serve, as official representatives to other school related professional agencies on the condition that prior authorization is obtained from the immediate supervisor and arrangements are made for coverage as necessary.
- 12.7 This agreement allows for staff development buy-back days provided that the program is funded by the State. The number of staff development buy-back days will be determined by the level of state funding. Unit members would be encouraged but not required to attend. Those unit members would be paid \$240 for each complete staff development

buy-back day actually attended. If after school sessions are permitted to be scheduled, and it is logistically and operationally possible to do so (which the Federation has expressed as their preference), then unit members would have to attend all of the scheduled component parts of the staff development sessions (equivalent to a single day's attendance in order to receive the per diem payment.

- 12.8 Preparation time is defined as that period of non-instructional time to be used by the teacher to prepare for instruction and IEPs, complete records, and engage in other activities that support the instructional plan. Preparation time shall occur at a time and location agreeable to the unit member and supervisor.

12.8.1 Each classroom teacher shall be provided an average of no less than 30-minutes of preparation time per school day.

12.8.1.1 Classroom instructors who are not receiving at least thirty (30) minutes of preparation time per school day shall work with a Supervisor in order to arrange equivalent preparation time on a monthly basis.

Article 13 Salary

13.1 Salary

The salary schedule, as set forth in Appendix A, Appendix B (Psychologist), and Appendix C (190-day employees) shall be increased by 2.5% effective July 1, 2019, 3% effective July 1, 2020, and 3% effective July 1, 2021.

This shall conclude negotiations on compensation (salary and benefits) through the end of the 2021-2022 school year.

The Parties shall meet during the 2021-2022 school year to negotiate compensation for the 2022-2023 school year.

- 13.2 Effective July 1, 2013 newly hired unit members shall be granted service years credit on the salary schedule for prior, verifiable experience as a certificated employee of a public school district or as a special education employee of a state-approved private school while holding an appropriate special education credential.

13.2.1 Initial placement of new hires shall be determined by official transcripts and verification of experience from the previous employer(s). When the transcripts have been examined and approved by the Superintendent and verification has been received the Unit Member shall be placed at the appropriate step and column.

13.2.2 A Master's Degree stipend of \$1,200.00 shall be given per year.

- 13.3 Any Unit Member employed in a regular part-time position shall be classified on the salary schedule in the same manner as full-time Unit Members and shall be paid a

percentage of the annual full-time salary equal to the percentage of full-time the part-time Unit Member is regularly assigned.

- 13.4 Full-time Unit Members must actually work at least 75% of the days school is in session during a school year to receive salary schedule credit for one (1) year of experience. Regularly scheduled part-time Unit Members must actually work at least one hundred seventy-five (175) school days in two (2) consecutive school years to receive salary schedule credit for one (1) year of experience.
- 13.5 Unit Members shall move from one unit column to the next provided that official transcripts supporting the claimed number of units earned are submitted prior to September 1 of the year in which they are to be counted for salary purposes. An interim written statement from the Unit Member listing classes taken units earned and grades received or projected, signed by the immediate supervisor and instructor will be accepted prior to September 1 when circumstances beyond the control of the Unit Member do not allow official transcripts to be received by the September 1 date. All coursework except follow up activities must be completed prior to September 1.
- 13.6 All units are semester units. To be eligible for salary classification purposes, a unit is defined as a minimum of fifteen (15) hours of class time attendance in education-related coursework offered by an accredited college or university or a continuing education unit (CEU) based on a minimum of fifteen (15) hours of class attendance in an area directly related to the Unit Member's credential. All CEUs must be pre-approved by the immediate supervisor.
- 13.7 Unit members shall have the option of being paid in ten (10) or twelve (12) equal payments. The selection of this option must be made prior to September 1 of the year in which it is to be in effect. Unit members hired after the start of the school year may not utilize this option until September 1 of the following year.
- 13.8 Unit members who are required to travel between sites or to attend required meetings shall be reimbursed for mileage at the then current IRS rate. There shall be no reimbursement for mileage for travel to or from a Unit Member's home and her/his designated school site.
- 13.9 Unit members who teach Extended School Year shall be paid at their regular hourly rate for an extended school year assignment for which he or she is credentialed and competent to teach. All such assignments shall be for a maximum of 4.5 hours per day. Non-bargaining unit members shall be paid at the rate of \$150.00 per day.
- 13.10 Language Speech and Hearing Therapists assigned to Structured Preschool and/or Early Start shall have a caseload of no more than forty (40) students. Any employee with more than six (6) students from this population shall be considered to be "assigned."
- 13.11 Language Speech and Hearing Therapists agree to waive the 55 caseload limit temporarily and voluntarily to provide language/speech therapy as described in students' Individual Education Program (IEP) who would not otherwise receive the services due to a personnel shortage.

13.11.1 Language Speech and Hearing Therapists who voluntarily serve students above their student caseload, will be compensated as follows:

13.11.1.1 \$125.00 per month per student who is seen on a weekly basis for language/speech therapy. (This is based on twice weekly therapy at twenty (20) minutes per session and the \$125.00 is paid regardless of actual sessions or absences.)

13.11.1.2 \$180.00 for initial or triannual assessment (based on four (4) hours at \$45.00 includes two (2) hours of evaluation, one (1) hour to prepare a written report and one (1) hour to attend the student's IEP meeting.) Compensation is payable after the IEP meeting is completed.

13.11.1.3 \$45.00 per hour compensation rate will be used for attending IEPs, not covered in 13.10.1.2, screening, any other IEP specified services.

13.12 Employment Incentives for Interns and Inductees

13.12.1 The County Superintendent is committed to hire the best qualified, credentialed teacher for every vacancy which occurs at TCSOS.

13.12.2 When the County Superintendent is unable to locate, through the recruitment process, a credentialed, highly qualified teacher for a vacancy at TCSOS, the County Superintendent shall adopt a resolution declaring an extraordinary employment opportunity for an individual who is willing to enroll as an Intern in a California Commission on Teacher Credentialing approved Intern Program.

13.12.2.1 Upon the adoption of such a resolution, the County Superintendent shall post notice of her recruitment for such individuals who are willing to enroll in a CTC approved Intern Program.

13.12.2.2 The individual selected by the County Superintendent to serve in the extraordinary employment opportunity shall immediately enroll in a CTC approved Intern Program. The Individual selected by the County Superintendent shall comply with all requirements of his or her selected CTC approved Program.

13.12.3 The County Superintendent shall provide Interns/Inductees with up to four (4) work days per school year of release time without loss of compensation to attend meetings mandated by CTC approved Programs for a maximum of two school years.

13.12 Unit Members Serving as Mentors for Interns and Inductees

- 13.13.1 The County Superintendent or designee shall select an appropriately credentialed individual to serve as the Intern's/Inductee's Mentor. A current TCSOS employee may elect to serve as a Mentor.
- 13.13.2 The County Superintendent shall pay \$500 per year for an Intern Mentor and a \$1000 per year for an Inductee's Mentor for up to two years.
- 13.13.3 TCSOS shall provide up to four (4) days of paid release time per school year to a TCSOS employee who is selected to serve as a Mentor for a CTC Program.
- 13.13.4 A TCSOS employee serving as a Mentor may not supervise more than one intern/inductee at a time.
- 13.13.5 The duties and responsibilities of each mentor shall be subject to the following revisions:
 - 13.13.5.1 Shall not participate in the evaluation of unit members.
 - 13.13.5.2 The time and manner in which each mentor shall render service in the program shall be *determined on an individual basis*.
 - 13.13.5.3 Mentor duties shall not supplant any administrative duties.

Article 14 Benefits

14.1 Eligibility

Regular full-time and part-time employees of the Superintendent who are regularly scheduled to work at least twenty (20) hours per week and who have worked for the Superintendent for two (2) or more calendar months are eligible to receive insurance benefits as provided in this Article.

14.2 Types of Insurance Coverage

The Superintendent offers the following insurance coverages, options for which may be selected by Unit Members through a cafeteria plan (as allowed by Internal Revenue Code Section 125), provided, however, that Unit Members must at a minimum select employee medical, dental, and vision coverage from among the offered plans:

- 14.2.1 Health and Medical plan;
- 14.2.2 Dental plan;
- 14.2.3 Vision plan;
- 14.2.4 Life insurance;
- 14.2.5 Short term disability.

14.3 Premium Contribution

14.3.1 For full-time employees, the Superintendent shall contribute toward insurance premiums \$835.00 per month, effective July 1, 2019. The employee shall contribute the remainder of the insurance premiums, if any, through payroll deduction.

14.3.2 For part-time employees, the Superintendent shall contribute a prorated amount toward insurance premiums. The employee shall contribute the remainder of the insurance premiums for selected insurance options through payroll deduction. The amount of the Superintendent's contribution shall be based on:

14.3.2.1. The proration shall be based on the percentage of full time that the employee is regularly scheduled to work.

14.3.2.2 The premium amount shall be based on the amount paid by the Superintendent for full time employees in Section 14.3.1.

14.4 All bargaining unit members who are 55 years of age or older who have completed 12 years of service for the Tuolumne County Superintendent of Schools (or an equivalent combination of service with the Tuolumne County Superintendent of Schools and credited Tri-County Consortium SELPA service) are entitled to employer paid medical insurance (same coverage plan as active employees) upon retirement at the single subscriber rate until the retiree reaches the age of 65.

14.5 The parties to this agreement do hereby agree that in the event the Special Education program provided by bargaining unit members is transferred to another employing entity, TCSEU agrees to continue payment of benefit premium costs at the amount then provided to bargaining unit members during any lapse in coverage which directly resulted from the transfer.

Article 15 Safety

Preamble

There shall be a joint labor-management Health and Safety Committee composed of up to two (2) representatives from the Council, the Federation and Management, respectively. Each party will select its' own representatives.

The Health and Safety Committee shall meet during the regular workday on the second Wednesday of September to set the calendar for the school year to include a minimum of six (6) meetings. One or more of the parties may call a special meeting should they reasonably believe there is an urgent safety issue.

The Health and Safety Committee shall meet for the purpose of making recommendations relating to health and safety issues.

- 15.1 The Superintendent and Unit Members shall conform to and comply with all health, safety, and sanitation requirements imposed by State and/or Federal law or regulations adopted under the State and/or Federal law including those prescribed by Cal-OSHA.
- 15.2 Any Unit Member who observes a working condition which she/he believes to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to the site administrator and to the Superintendent or designee. If the site is controlled by the Superintendent, the Superintendent or designee will respond in writing within forty-eight (48) hours and explain how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical. Remediation timelines shall be stated.
- 15.3 A Unit Member may use such reasonable force as is necessary and legally appropriate to protect herself/himself from attack, to protect another person, and to prevent damage to property.
 - 15.3.1 Unit Members who work with students who have potential assaultive behaviors as identified in an IEP shall be provided, at no cost to the Unit Member, management of assaultive behavior training. Training updates shall be provided on an annual basis or on a less frequent basis as deemed appropriate by the immediate supervisor.
 - 15.3.2 Unit Members who work with students who have potentially assaultive behaviors or medical conditions which might prove injurious to themselves or to others as identified in an IEP shall be provided with a communications system while supervising such students.
- 15.4 Unit members shall immediately report and notify in writing cases of assault or threatened assault suffered by them in connection with their employment to the appropriate law enforcement authorities with a copy to the Director of Personnel. The Director of Personnel shall promptly report the incident to the immediate supervisor and the Superintendent. If a Unit Member is assaulted while fulfilling assigned duties, the Superintendent shall, pursuant to Education Code Section 44014, provide full cooperation with the filing of a report of the assault.
- 15.5 Unit Members other than qualified school nurses, shall not be requested or required to perform any specialized physical healthcare service or procedure (such as clean intermittent catheterization, injections, suction, and tube feeding) unless trained to do so for specific reasons at the Superintendent's expense. It is not the intent of the parties that bargaining unit members would be the primary provider of specialized physical healthcare services or procedures.
- 15.6 Occupational Exposure to Bloodborne Pathogens
 - 15.6.1 The Superintendent agrees to establish standards of protection from bloodborne pathogens for Unit Members who may reasonably anticipate coming into contact with human blood and other potentially infectious materials in the course of performing their assigned duties.

- 15.6.2 The Superintendent agrees to establish a written exposure control plan for Unit Members regarding occupational exposure to blood and other potentially infectious materials. The control plan shall include the followings, provisions:
- 15.6.2.1 The Superintendent shall distribute health and safety rules to all Unit Members.
- 15.6.2.2 The Superintendent will establish a method for keeping records of exposure incidents, post-exposure follow up, hepatitis B vaccinations, and Unit Member training.
- 15.6.3 The Superintendent will inform Unit Members how to obtain Hepatitis B vaccinations. Unit Members with occupational exposure to bloodborne pathogens will be provided on a voluntary basis Hepatitis B vaccinations at the Superintendent's expense: employees who choose not to accept the vaccine must sign a declination form; employees who decline the vaccine may elect to be vaccinated at a later date.
- 15.6.4 Medical follow up and appropriate counseling as may be required by law shall be provided by the Superintendent if an exposure incident occurs.
- 15.6.5 The Superintendent agrees to provide inservice training on human immunodeficiency virus infection (HIV infection), acquired immune deficiency syndrome (AIDS), and Hepatitis B to all Unit Members regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows:
- 15.6.5.1 At the time of initial assignment to tasks where exposure may take place.
- 15.6.5.2 At least annually thereafter.
- 15.6.6 The Superintendent agrees to provide warning labels and containers for regulated waste as required by law.
- 15.6.7 The Superintendent agrees to provide all tools, equipment, and supplies necessary in accordance with health and safety regulations.

Article 16 Peer Assistance and Review

16.1 Purpose

- 16.1.1 The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge and teaching strategies.
- 16.1.2 The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a

permanent teacher who has received an overall unsatisfactory evaluation in the areas of teaching methods and instruction. The Program's assistance shall be provided through Consulting Teachers as described in detail in Section 4.2.6 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in the evaluation article of the Agreement and Education Code 44660, et seq., except for making available to the evaluator the report of a unit member's participation in the Program.

- 16.1.3 The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation in the areas of subject matter knowledge and teaching strategies; second, for Beginning Teachers; and, third, for Voluntary Participating Teachers.

16.2 Definitions For Purposes Of This Program

16.2.1 "Classroom Teacher" or "Teacher"

Any member of the certificated bargaining unit who is covered by the certificated employee evaluation article of the Agreement.

16.2.2 "Participating Teacher"

A unit member who either volunteers or is required by this Agreement to participate in the Program.

16.2.3 "Consulting Teacher"

A teacher meeting the requirements of subsection 4.2.1 who is selected by the Joint Committee to provide Program assistance to a Participating Teacher.

16.2.4 "Beginning Teacher"

Any unit member having probationary or temporary status. This Peer Program is to be closely coordinated with other County Office programs for training and assisting beginning teachers.

16.2.5 "Voluntary Participating Teacher" (VPT)

Any permanent teacher other than a Referred Participating Teacher.

16.2.6 "Referred Participating Teacher" (RPT)

A unit member with permanent status whose most recent performance evaluation contained an overall rating unsatisfactory in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction.

16.2.7 "Evaluator"

A certificated County Office administrator who is not a bargaining unit member.

16.2.8 "Support/Improvement Plan"

An individualized developed plan for improving performance in areas of needed improvement that will include reports and conferences as outlined in the plan.

16.2.9 “Joint Committee”

The committee established under Part 4 of this framework to administer the Peer Assistance and Review Program.

16.2.10 “Term”

The period of time that coincides with the school calendar.

16.3 Program Outline

16.3.1 For Referred Participating Teacher

16.3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas listed in subsection 2.6 must participate in the Program, after receiving notification from her/his evaluator.

16.3.1.2 The Consulting Teacher’s assistance shall focus on the specific areas recommended for improvement by the Participating Teacher’s evaluator after the RPT receives the unsatisfactory rating.

16.3.1.2.1 The Evaluator and Consulting Teacher’s recommendations shall be in writing, aligned with student learning, clearly stated, and consistent with Education Code Section 44662. These recommendations shall be considered the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).

16.3.1.2.2 The Evaluator and the Consulting Teacher assigned to the RPT shall meet and discuss the recommended areas of improvement as indicated by the Evaluator in his or her evaluation of the RPT and the types of assistance that should be provided by the Consulting Teacher. The Consulting Teacher and the Evaluator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the RPT.

16.3.1.2.3 The Consulting Teacher and the RPT shall meet to discuss the support/improvement plan.

16.3.1.2.4 Once the Evaluator and the Consulting Teacher complete the recommended areas of improvement and meet to discuss the support/improvement plan, the Consulting Teacher will provide the assistance set forth in subsection 4.2.8 of this article.

16.3.1.3 At the end of the time period specified in the support/improvement plan, the Consulting Teacher shall complete a written report outlining the RPT’s participation in the Program. This report shall consist of the list of topics covered and dates of the meetings between the Consulting

Teacher and the RPT and a recommendation as to whether continued participation in the program would be beneficial to the RPT. This report shall be submitted to the Joint Committee, with copies also submitted to the RPT and the Evaluator(s).

16.3.1.4 After receiving the report, the Joint Committee shall determine whether the RPT will benefit from continued participation in the Program.

16.3.1.5 The Joint Committee shall, with input from the evaluator, notify the RPT when he or she no longer needs to continue participating in the Program.

16.3.1.6 The Joint Committee will make an annual report to the County Superintendent and the Federation regarding the Program's impact and improvements to be made in the Program.

16.3.2 For Beginning Teachers

16.3.2.1 A Consulting Teacher may be assigned to one or more Beginning Teachers to provide assistance for those teachers who are not participating in other beginning teacher programs. Priority will be given to teachers during their first two years of employment by the County Office who are not eligible for the Beginning Teacher Support and Assessment Program.

16.3.2.2 The Consulting Teacher and the Evaluator(s) shall have a cooperative relationship and shall coordinate and align the assistance provided to the Beginning Teachers.

16.3.2.3 Because beginning teachers' participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Committee will make written reports regarding individual Beginning Teachers nor forward to the County Superintendent the names of individual beginning teachers who participated in the Program.

16.3.3 For Voluntary Participating Teachers

16.3.3.1 Teachers eligible to be Voluntary Participating Teachers (VPT) may submit to the Joint Committee a proposal to work with a Consulting Teacher or to participate in any activity approved by the Joint Committee that utilizes the concept of peer assistance and support.

16.3.3.2 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Joint Committee will forward to the County Superintendent the names of individual VPTs or report on the outcome of their participation.

16.4 Governance And Program Structure

16.4.1 The Peer Assistance and Review Program will be administered by a Joint Committee consisting of three members, two selected by the Federation and one appointed by the County Superintendent. Qualifications for the teacher representatives to the Joint Committee shall be the same as those for Consulting Teacher as set forth in subsection 4.2.1. A Committee member's term shall be two years, except the first terms shall be one two-year term and one one-year term for the teacher members. The County Office member shall have a two- year term. The Committee shall establish a procedure for selecting the Chair, which shall be a teacher member. The Chair shall be a full voting member of the Committee.

16.4.1.1 The Joint Committee will make all decisions in the areas of appointments, reports, plan and budget and make recommendations to the Federation and County Superintendent. Decisions will be made by a majority vote. Attendance by all three members of the Joint Committee will be necessary for purposes of meeting and conducting business.

16.4.1.2 The Joint Committee's primary responsibilities are to establish the annual Program and budget, and to select and oversee the Consulting Teachers. In addition, the Committee shall:

- i. Assign Consulting Teachers to the Participating Teacher, although the Participating Teacher shall have the right to present reasons in writing why a specific Consulting Teacher should be replaced with another Consulting Teacher, and to have those reasons considered by the Joint Committee;
- ii. Review Consulting Teachers' reports on RPTs;
- iii. Establish procedures for reviewing the effectiveness of the Consulting Teachers in their role;
- iv. Coordinate with the County Office to provide training for Consulting Teachers, committee members and participating teachers; [Training may consist of but will not be limited to Peer Coaching, Adult Learning Theory, Professional Writing, including Factual Reporting and Articulation of Professional Judgment.]
- v. Send written notification regarding participation in the PAR program to the Referred Teacher, the Consulting Teacher and the Evaluator;
- vi. Establish internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the Agreement;
- vii. Submit to the County Superintendent recommendations regarding RPTs, including forwarding the names of any individuals who,

after sustained assistance, are unable to demonstrate satisfactory improvement according to their Consulting Teacher;

- viii. Make an annual report to the Federation and the County Superintendent regarding the impact of the Program, its overall effectiveness, and recommendations for improvements in the Program.

16.4.1.3 Dependent on adequate funding from the State for the PAR Program, the Joint Committee shall use the following procedure for establishing the annual Program plan and budget:

16.4.1.3.1 By April 1 of each fiscal year, the Joint Committee will establish a Program and tentative budget for the succeeding year with a final budget before June 30th. The budget will include:

- i. the estimated state revenues for the Program;
- ii. the estimated expenditures, involving:
- iii. projected number of Participating Teachers,
- iv. projected number of Consulting Teachers needed,
- v. released time for the Committee and Consulting Teachers,
- vi. projected costs for materials, training, administrative overhead, and if necessary, legal and consulting assistance.

16.4.1.3.2 Dependent on adequate funding from the State for the PAR Program, the Committee will, by April 15, present its program plan/budget to the Federation Executive Board and the County Superintendent for approval. If the Committee's plan/budget is not approved by both parties, it may be modified by mutual agreement. By June 1, if the parties cannot reach agreement either to approve the plan/budget or to amend it, then the plan budget will be implemented as submitted by the Committee.

16.4.1.3.3 Program planning and implementation: teacher members of the Joint Committee may have up to 3 release days for Joint Committee planning, training, and selecting Consulting Teachers and a stipend of \$300.00.

16.4.2 Consulting Teachers

16.4.2.1 Minimum qualifications for Consulting Teacher:

- i. A fully credentialed Classroom Teacher with permanent status and at least five complete years of teaching experience within the preceding 7 years;
- ii. All consulting teachers must currently be teaching in the classroom and remain in the classroom during their term as a consulting teacher;
- iii. Demonstrated exemplary teaching ability in the areas of subject matter knowledge, teaching strategies, or teaching methods and instruction
- iv. Demonstrated ability to work cooperatively and effectively with other teachers and administrators.

16.4.2.2 Consulting Teachers will be paid a stipend and provided release time. The Director of Personnel shall post Consulting Teacher positions. Each applicant shall be required to submit a completed application, which shall include at least three references from individuals who have direct knowledge of the applicant's abilities for the position. A reference from a current or former supervisor is preferred but not required. The Committee's procedures for selecting Consulting Teachers shall include provisions for interviewing the applicant and observing the applicant in his or her classroom. The Joint Committee will make the selection, which will be forwarded to the Federation and Superintendent. All applications and references will be treated with confidentiality and will not be disclosed except as required by law.

16.4.2.3 The Joint Committee will assign Consulting Teachers. Within the first six weeks of the assignment, either the Consulting Teacher or the Participating Teacher may petition the Committee for an assignment change, stating the reasons.

16.4.2.4 A Consulting Teacher's term will be one year, and s/he may reapply for two additional terms. After serving as a Consulting Teacher, teachers must resume full-time teaching responsibilities for at least one year before reapplying.

16.4.2.5 Consulting Teachers will be required to attend training programs designed to prepare them for their role. This training may take place on a combination of released time and after school time. An appropriate stipend for completion of training shall be considered by the Joint Committee.

16.4.2.6 Consulting Teachers stipends shall be \$4,000 per term.

16.4.2.7 Consulting Teachers caseload will not exceed three (3) consultees, no more than two (2) of whom may be RPTs.

16.4.2.8 Consulting Teachers shall provide assistance to RPTs in the areas of subject matter knowledge and teaching strategies. For RPTs this assistance may include any of the following activities:

- (a) providing assistance to improve in the specific areas identified by the Evaluator;
- (b) meeting and consulting with the Evaluator regarding the nature of the assistance being provided;
- (c) observing the RPT during periods of classroom instruction;
- (d) demonstrating teaching for the RPT or arranging opportunities for the RPT to observe other teachers;
- (e) facilitating the RPT's access to specific training in specified teaching techniques or in designated subject matter;
- (f) other activities appropriate to the RPT's needs and interests.
- (g) maintaining appropriate records of each Participating Teacher's activities according to Section 3.1.3

16.4.2.9 Support provided by Consulting Teachers to Beginning Teachers or VPTs may include providing assistance to improve in areas identified by the Participating Teacher, as well as the activities listed in c, d, e, f, and g above.

16.5 Other Provisions

16.5.1 Unit members who function as Joint Committee members or Consulting Teachers under this framework shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).

16.5.2 Unit members who perform functions as Consulting Teachers or Joint Committee members under this framework shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to California Government Code Section 810 et seq.

16.5.3 Records

16.5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act. (Government Code Section 6250, et seq.). The annual evaluation of the

Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

16.5.3.2 All parts of the selection process for Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.

16.5.3.3 All the documents relating to participation in the Program, other than a report provided in Section 3.1.3 (which shall be made available as part of the evaluation as required by Education Code Section 44662) will be filed by the Joint Committee separately from the individual personnel records.

Article 17 Workload/Caseloads

17.1 SLP Caseload

17.1.1 The SLP assigned to work with the County Operated Intensive Preschool Programs (Structured Preschool SLP) shall serve up to 35 structured preschool students only. Additional students beyond the Structured Preschool SLP caseload of 35 students shall revert to the SLP assigned to that student's District of Residence.

17.1.2 A full-time SLP shall have a case load up to 55 students. A student is defined as either a child pending initial eligibility or an eligible student receiving direct speech and language services. Students receiving consultative services only shall not be counted in the SLP's caseload.

17.1.3 TCSOS shall twice a year (September 20th and January 20th) make a good faith determination that assignments are distributed equally between SLPs.

17.1.4 A SLP, who is assuming a case load/workload larger than what is set forth herein, shall refer to 13.1.1

17.1.5 For SLP's serving both preschoolers and TK-22 students, the following weighting system will be used to determine the SLP caseload: Once (1) TK-22 student equals 1.0 student and One (1) preschool student equals 1.25 student.

17.2 Psychologist's Workload/Caseload

17.2.1 Full-time psychologists shall be assigned to school sites/TCSOS programs based on the following:

17.2.1.1 TCSOS shall assign 1.5 FTE in Psychologists to address the needs of County Operated Program.

17.2.1.2 Psychologists assigned to K-8 District Programs shall not exceed a range of 700 to 850 students.

17.2.1.3 Psychologists assigned to 9-12 District Programs shall not exceed a range of 1000 to 1300 students.

17.2.2 A full-time psychologist shall provide no more than sixty (60) assessments to determine eligibility for special education services during a school year.

17.2.3 A full-time psychologist who, at the request of the SELPA Director or designee, provides more than sixty (60) assessments to determine eligibility for special education services during a school year shall be compensated at an additional \$667.00 per assessment.

17.2.3.1 An Assessment will include the following services:

17.2.3.1.1 Interview(s) with parent/guardian, teacher, other-related service providers.

17.2.3.1.2 Observation(s) of student.

17.2.3.1.3 Use of Appropriate tests and measures.

17.2.3.1.4 Written psychoeducational report; or section of multidisciplinary report.

17.2.3.1.5 Presentation of Report at an IEP team meeting.

17.2.4 The provisions contained in Sections 17.2.1 and 17.2.2 shall be prorated for part-time psychologists.

17.2.5 For the 2018-2019 and 2019-2020 school years, the Parties agree that the caseload/workload language contained in this Article for Psychologists shall constitute a Pilot Program. Unless the Parties mutually agree to extend the language in Section 17.2, the language set forth above will no longer be a part of this CBA.

17.2.5.1 If the Parties do not mutually elect to continue the caseload/workload language for Psychologists beyond the 2018-2019 school year, the Parties agree to meet during the 2019-2020 school year for the determination of an alternative workload/caseload.

Article 18 Concerted Activities Prohibited

18.1 It is agreed and understood that there will be no strike, work stoppage, willful absence from assigned work stations, refusal to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Superintendent by the Federation or its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

- 18.2 The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all Unit Members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the Superintendent by Unit Members who are represented by the Federation, the Federation agrees in good faith to take all reasonable steps to cause those Unit Members to cease such action, such as personally informing bargaining unit members that the job action violates this Agreement and notifying them of their responsibility to return to work.
- 18.3 The Superintendent agrees that during the term of this Agreement there shall be no lockout.

Article 19 Effect of Agreement

19.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. No further negotiations shall take place on any item within the scope of bargaining during the term of this Agreement except as specifically authorized herein. This shall not preclude the Federation from exercising its right to consult pursuant to Government Code 3543.2 on items not included in this Agreement.

19.2 Savings Clause

Should any Section, Paragraph or Provision of this Agreement be declared or adjudicated unlawful, void, inoperative or unenforceable by a court of competent jurisdiction, all remaining Sections, Paragraphs and Provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the contract.

If both parties mutually agree, the parties shall meet not later than ten (10) days after such discussion to renegotiate the Section, Paragraph or Provision affected.

19.3 Reopeners

The parties agree that negotiations may be reopened each year for the purpose of negotiating salary, benefits, and two (2) articles of each party's choosing.

Article 20 Term

This Agreement shall be effective as of July 1, 2019 and shall continue in full force and effect through June 30, 2022, and thereafter until a successor agreement is negotiated. Parties shall meet to negotiate a successor agreement during the 2021-2022 school year. This agreement has no re-openers, unless both parties agree there is a need. In each fiscal year, the parties may mutually agree to reopen negotiations on any article."

Dated: _____

TUOLUMNE COUNTY SPECIAL
EDUCATORS FEDERATION,
AFT LOCAL 6029, AFL-CIO

Dated: _____

TUOLUMNE COUNTY
SUPERINTENDENT OF SCHOOLS

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SIGNATURE PAGE

Reflects approval of the MOU by the Tuolumne County Special Educators Federation, AFT Local 6029, AFL-CIO Negotiating Team:

Date: 2/21/2020

Molly McGraw
Federation President/Representative
AFT Local #6029, AFL CIO

Reflects approval of the MOU by the Tuolumne County Superintended of Schools:

Date: 2/20/2020

Cathy A. Parker
Cathy A. Parker
County Superintendent of Schools
Tuolumne County Superintendent
Schools