

**Negotiated Agreement
Between**

**San Diego County Office of Education
and
Association of Educators**



2005 – 2008

Effective July 1, 2005

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ARTICLE I: AGREEMENT

This is an Agreement made and entered into between the San Diego County Superintendent of Schools (hereinafter referred to as the "Office" or "County Office") with the Association of Educators/CTA/NEA (hereinafter referred to as the "Association").

ARTICLE II: RECOGNITION

The Office recognizes the Association as the exclusive bargaining representative of all certificated employees in the following classifications:

Resource Specialists
Teachers, Court Schools
Teachers, Special Education
Teachers, Outdoor Education
Social Workers, School
Nurses, School
Specialists, Speech, Hearing and Language
Early Intervention Specialist
Resource Teacher
Counselor
Special Day Class Teacher
CHEP Teacher
Orientation and Mobility Instructor

The bargaining unit does not include certificated management, confidential, supervisory, temporary or substitute employees.

ARTICLE III: DEFINITIONS

1. Board means the Board of Education of the San Diego County Office of Education.
2. San Diego County Office of Education, Office or County Office means the San Diego County Superintendent of Schools.
3. Unit Member means any employee who is included in the appropriate unit as defined in Article II and therefore covered by the terms and provisions of this Agreement.
4. Work Day means a day in which a unit member is contracted to work during the regular school year.
5. Base Work Year means 190 days between July 1, and June 30, as provided for in Article XI: Hours of Employment.
6. Superintendent means the County Superintendent of Schools or his/her designee.
7. Immediate Family means the mother, father, grandmother, grandfather, or a grandchild (including "step" mother, father, grandmother, grandfather, or grandchild) of the employee or of the spouse or domestic partner as defined in California Family Code Division 2.5, Section 297 (see Appendix C of this Agreement), of the employee or any other person living in the immediate household of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law (including "step" son or daughter) of the employee.
8. Gainful Employment means income equivalent to the salary the unit member would earn if teaching full-time including any sabbatical stipend.
9. Emergency means a natural or man-made catastrophe or action of such severe nature as to interrupt and/or terminate the normal and ordinary conduct of school business.
10. Eligible Employee for the purpose of fringe benefits shall be defined as follows: Unit members assigned in assignments which are fifty percent (50%) or greater comprised of a teaching day of at least three (3) periods of teaching and a minimum of 205 minutes duty time.
11. Community Day School means an educational program operated in cooperation with law enforcement, probation and human services agencies serving at-risk youth offering a low pupil-teacher ratio, individualized instruction and assessment, and maximizing collaboration with support services such as counselors and psychologists. To qualify as a community day school, the program must provide a minimum school day of 360 minutes of classroom instruction provided by a certificated staff member.

ARTICLE IV: EMPLOYEE RIGHTS

1. The Office and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations.
2. The Office shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities therein or collective bargaining with the Office, by any unit member filing of a grievance, or any proceedings under this Agreement.
3. Unit members' pursuits and interests outside of the "work day" shall be the concern of the unit member unless it is established that such pursuits present a professional conflict of interest with Office employment.
4. Within four (4) weeks of the signing and ratification of this Collective Bargaining Contract by the Office and Association, at no cost to the Association, the Office shall provide a sufficient number of copies of this Agreement for distribution to unit members.
5. The principles of progressive discipline shall be applicable to unit members generally beginning with least serious level of discipline as follows:
 1. Verbal Counseling/Warning
 2. Written Warning
 3. Written Reprimand

The degree of discipline administered in any given situation shall depend of the severity of the conduct or infraction as determined by the San Diego County Office of Education.

Documentation placed in a unit member's personnel file shall be in accordance with 6.B below. Written warnings shall not be included in the unit member's personnel file subject to reoccurrence of conduct warranting discipline.

6. Personnel Files

- A. The Office shall maintain the unit member's official personnel file at the County Office's central office.
- B. A unit member shall be provided any negative or derogatory material before it is placed in his/her official personnel file. He/she shall also be given an opportunity during the school day and with compensated release time, to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.
- C. A unit member, or a representative of the Association, upon written authorization by the unit member shall be permitted to examine materials in his/her official personnel file,

excluding ratings, reports or records which (1) were obtained prior to the employment of the unit member; (2) were prepared by identifiable examination committee members.

- D. Access to personnel files shall be limited to the members of the administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at a closed session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.

- E. The San Diego County Office of Education and the Association of Educators agree that the provisions of this Agreement shall apply to all members of the bargaining unit without unlawful discrimination, and in carrying out their respective obligations under this Agreement, neither party will discriminate unlawfully against any employee because of such individual's race, color, national origin, ancestry, religion, socioeconomic status, marital status or membership in legally constituted organizations, sex (including sexual harassment), handicap or age.

ARTICLE V: ASSOCIATION RIGHTS

1. The Association shall have the right of access to unit members at reasonable times. The term "reasonable times" as used herein means unit member rest periods, meal periods, and any time before or after a unit member's instructional day or when such unit member is present at his or her work area or site, but is not expected to be performing services on behalf of the Office. The County Office will cooperate, to the extent practicable, in providing the Association access to unit members by permitting Association representatives to be placed on meeting agendas provided that the Association representative appears following the completion of the regular meeting and the attendance of unit members is optional.
2. Representatives of the Association may contact unit members in any lounge facility, meeting room, office or classroom, provided that nothing herein shall be deemed to permit such access to a unit member at any time that students or parents are present in the classroom where such access might otherwise be permissible.
3. Representatives of the Association shall have the right to utilize County School facilities for the conduct of meetings. Requests to utilize such facilities shall be made according to the procedures established by the Superintendent and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall be in accordance with all established laws and in no way conflict with the work of other employees of the Office.
4. The Association shall have the right to make use of Office on-site office equipment when the equipment is not otherwise in use and in no way conflicts with the work of other employees. All direct costs to be borne by the Association.
5. The Association shall have the right to utilize a designated portion of bulletin boards normally used by the central office and satellite offices, for communication with its employees. One copy of all materials to be posted shall be provided to the site administrator at the facility in which such posting is to take place at the time of posting. The Association representatives shall be responsible for the maintenance of any materials posted on bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards. In addition, the Association shall have the right to use the County Office electronic mail service and unit member electronic mailboxes for communications to unit members provided that the County Office does not incur additional facility, equipment, or staffing costs solely for such access.
6. Existing mailbox facilities may be utilized by the Association for communications with unit members. One copy of all materials to be deposited in unit member mailboxes shall be provided to the site administrator.

7. Names and school sites of all unit members shall be provided without cost to the Association no later than July 15 and January 15 of each school year.
8. The Association officers and/or designees shall be allowed a maximum of 30 days released time for the purpose of attending CTA/NEA sponsored conferences or to conduct Association business at no loss of salary or benefits. Notification of released time shall be given by the Association President or his/her designee to the appropriate director or his/her designee in writing at least 48 hours (2 days) in advance of such released time. Access to unit members for the purpose of conducting Association business shall be as provided in Article V (1) above.
9. The Association shall receive two (2) copies of the adopted budget and any interim financial reports submitted to the Board.
10. The Association shall be notified in writing of any new bargaining unit member(s) and his/her assignment(s) within two (2) weeks of the hiring date.

ARTICLE VI: SAN DIEGO COUNTY OFFICE OF EDUCATION RIGHTS

1. It is understood and agreed that the Superintendent and the Board retains all of its powers and authority to direct, manage and control the operation of the Office to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited 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 and in no way are intended to detract or modify any of the terms of this Agreement.
2. Included in but not limited to those Office duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational and operative policies, goals and objectives; insure the rights and educational opportunities of students; determine main staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Office operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; enter into contracts for supplies and services; and take appropriate action in the event of an emergency. In addition, the Office retains the right to hire, classify, assign, promote, suspend, discipline and terminate employees.
3. The Office retains its right to temporarily amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. Emergency is defined as a natural or man-made catastrophe or action of such severe nature as to interrupt and/or terminate the normal and ordinary conduct of school business.

ARTICLE VII: NEGOTIATION PROCEDURES

1. Hereafter the Association shall present to the Office a proposed successor agreement after March 1st, but not later than April 1st of the calendar year in which this Agreement expires. The Office shall meet and negotiate in good faith with the Association on negotiation items within fifteen (15) days after the public hearings have been held. Any tentative agreement reached between the parties shall be reduced to writing, signed off, and submitted to their respective groups for ratification.
2. The parties may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
3. Either party may utilize the service of consultants to assist in negotiations so long as these consultants are identified in the written request for meetings to be held within five (5) days from receipt of said written request from either party.
4. Six (6) Association representatives shall be provided reasonable released time for negotiations with the Office with no loss of compensation during regular school hours.

ARTICLE VIII: TRANSFER / REASSIGNMENT

1. Definition

- A. A transfer is defined as a unit member initiated change of school or program, but within the same position classification.
- B. A reassignment is an employer initiated change of school or program, but within the same position classification.

2. Transfer

Any Unit member covered by this Agreement shall have the right to request a transfer to any school within the same position classification, and subject to the following conditions:

- A. As vacancies, or assignments, become available, a notice of each vacancy shall be posted for at least ten (10) days at all school sites on designated bulletin boards prior to filling the vacancy. Unit members not at permanent sites shall also be notified. A copy of each transfer notice (posting) shall be provided to the Association.
- B. A request for transfer shall be submitted on a form developed by the County Office to the Director or the appropriate program administrator.
- C. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
- D. The Director shall notify appropriate administrator(s) of unit member requests for transfer. If requested vacancies develop, consideration, in the form of a personal interview, shall be given to each unit member who submits a transfer request. No member of the classified support staff shall be permitted to serve on an interview committee (if any) formed for the purpose of considering transfer applicants.
- E. The Director (or designee) shall give the unit member, and appropriate administrator(s), official notification of the disposition of the voluntary transfer request within ten (10) days of the completion of personal interviews referenced above.
- F. A transfer shall not be denied for punitive arbitrary or capricious reasons, or without basis in fact.
- G. A unit member may request and shall receive a conference to discuss the reasons for the denial of a transfer. In lieu of such conference the unit member may request and shall receive the reasons in writing.

3. Criteria for Transfer

- A. The following criteria should be used in consideration of transfer requests:
- (1) The qualifications including the experience and recent training of the unit member compared to those of other transfer candidates for both the position to be filled, and the position to be vacated.
 - (2) The seniority, prior service within the program where the vacancy exists, and quality of the service, as related to classroom success, rendered to the Office by the unit member.
 - (3) The preference of the unit member.
 - (4) Unit member certification authorization where appropriate, i.e., Elementary, Secondary, subject specific, Specialist Credential.
 - (5) The needs and efficient operation of the Office, i.e., funding, enrollment, program change or elimination.

None of the above shall be the sole criteria for making a transfer.

- B. The County Office may deny a transfer of the unit member under the following circumstances:
- (1) A documented problem of the unit member in the past, extreme in nature, that would prevent the unit member from being effective in the position.
 - (2) Unsatisfactory performance by the unit member as evidenced by the most recent evaluation or other documentation.

4. Reassignment

- A. Reassignments shall not be for punitive reasons.
- B. A reassignment may be made by the administration at any time for any of the following reasons:
- (1) They shall be based on the education-related needs of the Office and/or the Probation Department under the Education and Welfare Codes that apply. Examples of education related needs may include, but are not limited to credential authorization and teacher to student ratio.
 - (2) A change of enrollment or introduction/termination of a program or funded project necessitating transfer of unit members.
 - (3) Reassignment of member of immediate family. Members of the immediate family who are employed by the Office would normally not be assigned to the same school or work location.

- (4) An opportunity to evaluate a unit member who received an unsatisfactory evaluation in a different school or location.
- (5) Unsatisfactory working relationships causing disruption of the educational process as evidenced by performance evaluations or other documentation, including documentation resulting from formal disciplinary action.
- (6) To provide professional growth for those unit members working beyond 190 days. The professional growth transfer shall be subject to a 30 working day notice and be limited to no more than a four-week period of time and shall not occur more than once every three years. Exceptions to the time limitations can be made with mutual agreement.

C. Reassignment Due to Program Elimination or Funding Reduction

- (1) This provision shall apply to sites to which more than one (1) unit member is assigned by the COE.
 - a. If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the County Office shall seek volunteers prior to making any reassignment. If a reassignment becomes necessary, the unit member(s) with the least seniority shall be given first consideration for reassignment.
 - b. Unit members from the closed school or program shall also be accorded first priority in filling all vacancies for which they have an appropriate credential or are qualified. When two (2) or more unit members apply for the same vacancy, priority shall be given to the unit member with the greatest seniority.
- (2). This provision shall apply to sites to which one (1) unit member is assigned by the COE.
 - a. If a decrease in the number of pupils; and/or the closure of a class, site, or COE program(s); and/or the reduction or elimination of funding occurs, the COE may reassign the unit member in accordance with Article VIII r.C.a.b.
- (3). The Office agrees to consult with the Association bi-annually prior to August 1 and February 1 on the program enrollment.

D. Unit members who are reassigned shall be allowed three (3) days for preparation and transition prior to the effective date of the reassignment. The County Office shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

E. A pre-conference shall be conducted with the affected unit member and his/her immediate supervisor to obtain concurrence; if no agreement can be reached, the matter of transfer shall be decided by the next level supervisor. In any case, reasons for the pending transfer shall be submitted, upon the unit member's request, in writing. Current

mileage reimbursement shall be paid for miles traveled in excess of the miles normally traveled from home to the regular work site.

- F. A list of the Office's vacant assignments, within the unit member's present position classification, will be made available to each unit member being considered for involuntary transfer. A unit member may request the positions, in order of preference, to which transfer is desired.

ARTICLE IX: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Office an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the Office shall deduct one-tenth (1/10) of such dues from the regular ten month salary checks received by the employee for the contract year of ten months. Deductions for teachers signing such authorization after the beginning of the regular contract year shall be prorated.
2. With respect to all sums deducted by the Office pursuant to authorization of the unit member, the Office agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished to the Association.
3. The Association agrees to furnish any information needed by the Office to fulfill the provisions of this Article.
4. Upon appropriate written authorization from the unit member, the Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Office.
5. The Office shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
6. The Office shall deduct agency fees, as required by law, from the pay of unit members who do not become members of the Association.
7. Dues Payer or Agency Fee

Unit members' pay checks will indicate dues payer or agency fee payer status as appropriate based on information provided by the Association.
8. Religious Objector
 - A. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, amounts equal to the service fee to one of the following qualified charitable organizations: FACT (Foundation to Assist California Teachers), United Way, or Dollars for Scholars.
 - B. To receive exemption from service fees as a religious objector, a unit member must submit to the Association a detailed written statement establishing the basis for the religious

exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to one of the designated charities.

- C. The recognized employee organization shall indemnify and hold the public school employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the public school employer.

ARTICLE X: GRIEVANCE

1. Definitions

- A. A "grievance" shall mean a written alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A "grievant" shall mean a unit member or group of unit members or the Association covered by this Agreement filing a grievance.
- C. A "conferee" shall mean an Association representative, an Association staff representative, or legal counsel approved by the Association in writing, selected by the grievant to assist him in presenting and processing his grievance. A unit member's immediate administrator, with whom a grievance is filed, may also choose a representative in processing grievances.
- D. An "Office of Education grievance form" shall mean an Office of Education-provided form, completed in writing by the grievant within twenty-five (25) days of the occurrence or within twenty-five (25) days of when he could reasonably have known of the occurrence, act, or omission giving rise to the grievance.
- E. For purposes of this article only, "day" means a day on which the administrative office of the Office of Education is open for business.

2. General Provisions

- A. All parties agree that these proceedings will be kept confidential, and that the grievant and his immediate administrator should attempt to resolve the grievance at the informal level.
- B. All materials concerning a unit member's grievance shall be kept in a confidential file separate from his personnel file.
- C. The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their responsibilities subject to the final decision of the grievance. In the event the grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, unless it endangers the safety of unit members.
- D. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate administrator, or to have the grievance adjusted, prior to Level IV without intervention of the Association, provided that the

adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Level I, II, or III, shall not be agreed upon by the Office of Education until the Association has been provided a copy, and has been allowed three (3) days for an opportunity in which to respond.

- E. In a case of multiple grievance claims on the same issue, the Office of Education may elect to hear only one written grievance filed, as determined by the Association, if any of the grievants is represented by the Association, and the decision rendered shall be applicable to all grievances filed on the same issue, arising from the same set of circumstances.
- F. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which they are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.
- G. A unit member who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the grievance procedure for the alleged Agreement violations. Time lines may be extended by mutual written agreement. Also, the time lines would be extended upon request of the grievant who is on scheduled recess or approved leave. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.
- H. No more than one conferee of the grievant shall have the right to receive released time for the meetings and conferences specifically provided for herein.
- I. If any hearing at Level IV is scheduled during the day, any unit member required by either party to testify at the hearing shall be released from regular duties without loss of compensation. No more than two bargaining unit members may be on release time under this subsection at any one time. This subsection shall not be construed to require or permit release time at any other level.
- J. With prior approval of the immediate administrator, designated Association officers and/or Association representatives shall be given paid release time, at reasonable times, in order to assist in the investigation and presentation of grievances.

3. Informal Procedure

Informal Level

The unit member shall meet with his immediate administrator to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the unit member may proceed to Level I. The Office of Education and the Association may mutually agree in writing to waive any level of the grievance procedure. The Office of Education and the Association agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

4. Formal Procedure

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

A. Level I

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing on an Office of Education provided form to his immediate administrator. On this form the unit member shall make a clear and concise statement of the grievance, the circumstances involved, and the specific article(s) that was allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The immediate administrator shall communicate a decision to the unit member in writing within ten (10) days from the date the written grievance is received by the immediate administrator. If the immediate administrator does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

B. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator, within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at previous level and a clear, concise statement of the reasons for the appeal. The Division Administrator, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Division

Administrator. Either the grievant or the Division Administrator, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Division Administrator, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, within ten (10) days after receiving the decision at Level II. The written appeal statement shall include a copy of the original grievance, the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The Superintendent, or his designee, shall communicate a decision within ten (10) days from the date the appeal is received by the Superintendent. Either the grievant or the Superintendent, or his designee, may request a personal conference within the foregoing time limits to discuss the grievance. Either party may have a conferee present at such a conference. If the Superintendent, or his designee, does not respond within the time limits, the grievant may appeal to the next level.

D. Level IV - Arbitration

In the event that the grievant is not satisfied with the decision at Level III, the unit member may request, in writing within five (5) days, that the Association submit the grievance to arbitration. If the Association agrees to proceed, the Association will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. In electing to pursue the grievance through arbitration, the grievant and the Association thereby agree that the arbitration process shall be the only forum for resolving the grievant's claim, that the arbitrator's decision shall be final and binding, and that they will not thereafter attempt to achieve a different resolution through a separate remedial procedure, whether established by statute or by regulation having the force of law.

No later than fifteen (15) days after the Office of Education's receipt of the request for arbitration from the Association and the grievant(s), the Association and the Office of Education shall meet to determine a mutually acceptable arbitrator. In the event the Association and the Office of Education are unable to reach agreement on a mutually acceptable arbitrator, the Association shall request, within the same fifteen (15) day period, that the American Arbitration Association shall supply a listing of names pursuant to its rules. The Arbitrator selected must be a member of the National Academy of

Arbitrators and must have recent experience in arbitration of grievances involving public school employers.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, the Association and the Office of Education.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

- (1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement in the respect alleged in the grievance.
- (2) The arbitrator shall have no power to establish salary structures or change any salary.
- (3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (4) The arbitrator shall have no power to change any practice, policy, or rule of the Office of Education; nor to substitute his judgment for that of the Office of Education as to the reasonableness of any such practice, policy, rule, or any action by the Office of Education; nor to adjust, modify or amend salary schedules or classification structures.
- (5) The standard of review for the arbitrator is whether the Office of Education acted in an arbitrary and capricious manner which is a violation of the express terms of this Agreement.
- (6) The arbitrator shall not consider any issue raised by the grievant unless it was made known in writing to the Office of Education in an earlier Level of this Grievance Procedure.
- (7) The arbitrator shall have no power to recommend or resolve any of the following:
 - a. The termination of services or any other disciplinary action or failure to re-employ any member of the Unit.

- b. Any matter involving evaluation, except where procedure has been violated.
 - c. Nothing herein shall be construed to prevent or limit deferral to arbitration by the Public Employment Relations Board pursuant to Government Code Section 3541.5(a)(2)
- (8) All fees and expenses of the arbitrator shall be shared equally by the Office of Education and the Association. The Office of Education shall only bear its own expenses. Arbitration hearings shall be held at the Office of Education, unless the parties mutually agree otherwise. If the Office of Education claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the Office of Education and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office of Education may forego the above preliminary motion procedure, and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the Office of Education should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office of Education to proceed to arbitration.
- (9) The arbitrator shall have no power to render an award on a grievance claim arising out of an act or omission prior to the effective date of this Agreement or after the termination of this Agreement.

ARTICLE XI: HOURS OF EMPLOYMENT

1. A year-round work calendar shall be planned by each unit member in cooperation with the program administrator and submitted to the appropriate Director for approval before becoming a part of the contract issued each unit member by the personnel administrator. The following conditions must be met before approval of the calendar may be considered.
 - A. By May 15, each unit member shall be given a calendar worksheet which must be completed and returned to the program administrator by June 1 of each year for the following year. The calendar worksheet provided shall include days designated for state/federal mandated student testing and those days shall not be available for recess. (A school year shall be from July 1 to June 30.) Approved calendars shall be returned for unit members' signature by June 15.
 - B. The calendar shall reflect a full-time work year of not less than 190 work days nor more than 225 work days. For retirement purposes, a work year shall be considered 190 days. Changes in the calendar must be submitted to the program administrator for approval at least ten (10) working days prior to the intended effective date of the change. In the case of matters of personal necessity, changes in the work calendar may be submitted to the program administrator for approval in less than ten (10) working days prior to the intended effective date of the change.
 - C. The calendar will recognize and follow the County Office holiday schedule adopted by the Superintendent of Schools each year. In addition, the calendar will recognize and follow the instructional calendar for the particular school or program within which the unit member is assigned.
 - D. The Office may specify up to four of the unit members scheduled work days for inservice days. Inservice days may be designated by the Office on two specific days in the Fall and two specific days in the Spring of each school year.
 - E. Unit members assigned in programs which do not operate on a year round basis (245 days) shall schedule recess periods (non-work days) during times when the program is not in operation; exceptions may be granted on a case-by-case basis.
 - F. Shared Contracts. A work plan may be developed such that two (2) unit members share one (1) position. The calendar for each unit member shall reflect not less than 123 workdays. The calendar shall be planned by the unit members in cooperation with the program administrator and submitted to the appropriate Director for approval before becoming a part of the contract issued to each unit member by the personnel administrator.

2. The Court School's program administrator shall plan a total year master work schedule from the individual work calendars of unit members assigned to the Court Schools that will assure that:
 - A. At least 50% of the regular teaching staff is on duty during a normal work week.
 - B. All unit members are present on the agreed upon inservice days.
 - C. Any scheduling differences between or among unit members are settled by a mutually signed agreement or by use of the principle of seniority as it applies to each site.
 - D. All individual calendars shall be signed by the unit member and countersigned by the program administrator before being considered for approval by the Director of Court Schools for submission to the Personnel Services Division.
3. For all unit members not assigned to the Court Schools, the program administrator to whom the unit member is assigned will develop a total year master work schedule not inconsistent with the specific provisions of this agreement.
4. The normal workweek and workday for all unit members shall be as follows:
 - A. Except for unit members in designated community day school, outdoor education, and pre-school teacher assignments, the normal workweek shall be thirty-three and three quarters (33-3/4) hours per week, normally to be rendered in units of six (6) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.
 - B. The length and schedule for the normal workweek and workday exclusively for outdoor education unit members shall be determined by the Outdoor Education program administrator. Student contact time shall not exceed twenty-five (25) hours per week exclusive of a duty free lunch period of a minimum of thirty (30) minutes.
 - C. The workweek and workday shall be structured and directed by the unit member's program administrator. For all unit members in designated community day school assignments, the normal workweek shall be thirty-eight and three quarters (38-3/4) hours per week, normally to be rendered in units of seven (7) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes. For unit members in pre-school teacher assignments, the normal workweek shall be thirty-seven and one half (37 1/2) hours per week, normally to be rendered in units of seven (7) hours and thirty (30) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.
 - D. For unit members whose classroom assignment is located at a site of three (3) or less teachers the scheduling of the teacher lunch period will be determined by agreement

between the teacher and the principal. If no agreement is reached, the program director shall determine the scheduling of the teacher lunch period. The program director's decision may be appealed to the division Assistant Superintendent, whose decision is final.

5. Normal full-time classroom teaching shall not exceed a maximum of three hundred (300) minutes per day. A schedule less than 300 minutes shall be recommended by the program administrator for emergencies or staff development purposes only with approval by the Superintendent. In designated community day school assignments, normal, full-time classroom teaching shall be a minimum of three hundred-sixty (360) minutes per day, exclusive of lunch and breaks.

For unit members in community schools normal full-time classroom teaching shall be defined as 270 instructional minutes in addition to 30 minutes of instructional activities such as but not limited to one-on-one or small group tutoring, enrichment or extra credit activities scheduled at the teacher's discretion.

6. In addition to the daily service requirement described above, a unit member shall, under the direction of his/her program administrator, be required to continue to render service normally associated with the educational profession.
7. When employment within a certain program is available beyond 190 days, the County Office will offer said employment to regular full-time unit members within the same program administration, not to exceed 225 days, prior to seeking outside personnel.
8. Any exceptions to the above shall be recommended in advance by the program administrator and approved by the Superintendent.

ARTICLE XII. EVALUATION

The purpose of this evaluation program is to enable Association of Educators unit members to continue to improve the effectiveness of their instructional as well as specialized services to students and other clients. Standards and forms referenced in the following procedure are in Appendix B of this agreement.

1. Evaluation Procedure

A. The evaluation process consists of Track I and Track II.

- (1) Track I shall be used by:
 - (a) Probationary status unit members
 - (b) Permanent status unit members who have not completed one cycle of Track I evaluation after achieving permanent status
 - (c) Permanent status unit members who have received an overall “unsatisfactory” evaluation rating in the last evaluation cycle
 - (d) Permanent status unit members who have chosen this option
- (2) Track II (the Alternative Evaluation) may be selected by permanent status unit members who have successfully completed at least one cycle of Track I evaluation. The Track II (Alternative Evaluation) shall be used for the evaluation of Teachers on Special Assignment (TOSA).
 - (a) If the unit member and evaluator fail to reach mutual agreement regarding the design of alternative evaluation activities for the Track II evaluation process, the decision concerning the design of the evaluation process will be mediated by the program director. It is the intent of the parties that mutual agreement between the unit member and the evaluator on the design of the individualized Track II evaluation process will be accomplished through this procedure.

- B. Evaluation for permanent status unit members shall be conducted at least every two years prior to March 15, commencing with the initial evaluation occurring during the unit member’s first year in permanent status.
- C. Prior to September 15, each unit member shall be given a copy of this Agreement, necessary forms, and other policies and regulations on which the unit member will be evaluated.
- D. Prior to October 1 of the year in which evaluation is to take place, the evaluator and the unit member shall meet to review the evaluation process and to complete the Annual Planning and Goals Form.
- E. Unit members shall not be required to participate in the evaluation of other unit members.
- F. Any alleged violation of evaluation procedures of this Agreement shall be subject to the Grievance Procedure (Article X).
- G. The California Standards for the Teaching Profession (SDCOE ENHANCED CSTP) are the established standards of professional practice which guide both Track I and Track II evaluation procedures. The seven standards are:

- (1) Engaging and supporting the learning of every student
- (2) Creating and maintaining effective environments for student learning
- (3) Understanding and organizing subject matter for student learning
- (4) Planning instruction and designing learning experiences for every student
- (5) Assessing student learning
- (6) Developing as a professional educator
- (7) Fulfilling professional responsibilities

H. SDCOE Standards for the Professional Counselor are the established standards of the professional practice which guide both Track I and Track II evaluation procedures. The eight (8) standards are:

- (1) Program Management
- (2) Guidance
- (3) Counseling
- (4) Consultation and Collaboration
- (5) Coordination
- (6) Program Assessment
- (7) Student Assessment
- (8) Professional Responsibilities

(I) Annual Planning and Goals Conference

- (1) The evaluator and unit member will conduct an Annual Planning and Goals Conference by October 1 to identify the evaluation process (Track I or Track II) and to determine instructional and professional goals.
- (2) The Annual Planning and Goals Conference focuses on:
 - (a) Goals based upon three individual SDCOE Enhanced Standards agreed upon between the unit member and the evaluator. Each unit member is still accountable for the successful application of all standards applicable to his/her job classification.
 - (b) A discussion of the following:
 - A review of SDCOE Enhanced California Standards for the Teaching Profession or the Professional School Counselor.
 - Expected frequency of informal visits or observation of unit member-student interactions
 - The formal observation format
 - The goals identified on the Annual Planning and Goals Form

- (c) Timeline for formal observations, mid-year and annual evaluation conferences
- (d) Discussion of the types of support available for the unit member: peer mentoring, PAR consultants, staff development opportunities, resource materials, professional literature, committee participation, networking, etc.

2. Track I Evaluation Process

- A. Each Track I evaluation for probationary status unit members shall include at least two observations (preceded by a pre-observation conference) of thirty (30) consecutive minutes each, prior to the mid-year conference held by December 15. At least two additional observations (preceded by a pre-observation conference) will be completed prior to the final evaluation conference held by March 1.
- B. Each Track I evaluation for permanent status unit members shall include at least two observations (preceded by a pre-observation conference) of thirty (30) consecutive minutes prior to the final evaluation conference held by March 15.
- C. Track I Observations
 - (1) One week prior to the formal observation, the unit member provides the evaluator with a lesson/activity plan for the observation period and will be prepared to discuss the Pre-Observation Conference Form.
 - (2) The evaluator completes a an Observation Form for each formal observation. A copy of that Observation Form is provided to the unit member within two days of the formal observation.
 - (3) The Post-Observation Form may be completed by the unit member to enhance the discussion at the Post-Observation Conference.
- D. Post-Observation Conference
 - (1) Post-Observation Conference will be scheduled within seven (7) workdays of the formal observation or as mutually agreed upon by unit member and evaluator.
 - (2) The evaluator will complete the *Summary Evaluation of Performance Form*. This form will summarize, in writing, both observation visits and record summary evaluation remarks. Content of the following forms will be discussed at this conference: the *Observation Form*, the *Post-Observation Form*, and the *Summary Evaluation of Performance Form*.
 - (3) The unit member shall be given an opportunity to thoroughly discuss the evaluation with the evaluator prior to placement of *the Summary Evaluation of Performance Form* in the Personnel File.
 - (4) The unit member has the right to have a representative of the Association present at the Post-Conference meeting.
 - (5) For permanent status unit members in classroom teaching assignments, an overall “unsatisfactory” summary evaluation rating will require a referral to PAR.
 - (6) At the conclusion of the Post-Observation conference, the unit member shall sign and date the *Summary Evaluation of Performance* form. If the unit member disagrees with the final *Summary Evaluation of Performance*, he/she may write a response to be attached to the Evaluation form prior to placement in the unit member’s Personnel file.

- (7) If, however, the unit member strongly disagrees with the evaluation, he/she may request a second evaluation. The unit member must respond and request a second evaluation within three (3) working days after receiving the *Summary Evaluation of Performance* form.
- (8) All forms pertaining to the unit member's evaluation will be forwarded to the program director. After reviewing the documents, the program director will sign the *Evaluation of Performance*. This signature indicates that a review has been conducted.

E. Second Evaluation

- (1) If the second evaluation is requested by the unit member, the program director will discuss the *Summary Evaluation of Performance* with the unit member. The conference will be held within five (5) working days after director receipt of the evaluation.
- (2) If the unit member still disagrees with the evaluation, the program director will give the unit member a choice of three administrators to conduct the second evaluation. The unit member must select one of the three within seven (7) days.
- (3) The procedures for the unit member's second evaluation will be followed exactly as the original evaluation procedures.
- (4) All conclusions and the overall summary from the second evaluation are final. There is no appeal.

3. Track II - Alternative Evaluation (Non-probationary) and Teachers on Special Assignment

- A. The alternative evaluation process is designed to encourage creativity and innovation in support of instruction or counseling and professional growth. The process offers to unit members an alternative to the Track I evaluation process when they have demonstrated effective performance of the SDCOE Enhanced Standards of the Teaching Profession and the California Content Standards or the SDCOE Standards for Professional School Counselor or when they are serving as Teachers on Special Assignment. The process is flexible in order to encourage unit members to grow in areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects, and criteria established under Track II serve as the certificated performance evaluation in lieu of Track I, however, the Summary Evaluation of Performance form shall be completed at the conclusion of the evaluation process. The process is structured to strengthen cooperative collegial relationships.
- B. Permanent status unit members may elect, with mutual agreement of the evaluator, to participate in Track II if they meet the following criteria:
 - (1) Received an overall evaluation rating of "meets standards" on the most recent evaluation, and
 - (2) Participated in at least one cycle of Track I evaluation as a permanent status unit member.
- C. Track II encourages the design of personalized systems of evaluation to promote professional growth, such as, but not limited to the following:
 - self-appraisal
 - journal
 - partner observations

- peer appraisal
 - parental and student commentaries
 - portfolio of accomplishments
 - peer coaching
- D. At a planning conference held in compliance with the timelines established in Section 1(D), the unit member will collaborate with the evaluator on developing the preliminary evaluation plan, including constraints. Unit members and evaluators are encouraged to be creative and take risks when developing options, and to consider a focus on expansion and improvement of skills and/or the program. Within 7 working days following the conference, the unit member will provide a final copy of the *Annual Planning and Goals Form* to the evaluator.
- E. Regular informal classroom observations, or observation of other unit member-student interactions, are considered a normal function of general administrative supervision. Formal observations, as a part of the Track II evaluation process, are within the purview of the mutual agreement of the evaluator and unit member.
- F. The unit member will provide a minimum of two (2) written updates to the evaluator between November 15 and March 1.
- G. While participating in Track II, unit members continue to be responsible for performance of basic job description requirements, general unit member expectations, Education Code requirements, the California Standards for the Teaching Profession or the SDCOE Standards for the Professional Counselor as appropriate, and SDCOE goals and expectations.
- H. At the conclusion of the evaluation period, the unit member shall provide the evaluator with the appropriate documentation of satisfactory completion of the evaluation plan. The evaluator shall discuss the documentation with the unit member and complete a *Summary Evaluation of Performance* for inclusion in the unit member's file.
- I. The date of the final evaluation conference may be held between February 1 and March 1 by mutual agreement of the unit member and evaluator provided that the *Summary Evaluation of Performance* is completed by March 1 of the required evaluation year.
- J. Subsequent to the development of the evaluation plan, the unit member may notify the evaluator of his/her desire to modify the evaluation plan. The changes must be made by mutual agreement. The unit member may, at his/her option, change to Track I prior to December 15. If the change is made to Track I, timelines will be mutually established in accordance with the appropriate sections of this Agreement.

ARTICLE XIII: LEAVES

This article contains all leave provisions of this Agreement.

1. Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity, disability, or quarantine.
- B. A unit member covered by this Agreement shall be entitled to up to thirteen (13) days (87.75 hours) of paid sick leave per year based upon a ratio of one (1) day (6.75 hours) of sick leave for each 17.3 days worked.

Unit members in assignments where the workday is 7.75 hours shall be entitled to up to thirteen (13) days (100.75 hours) of paid sick leave per year based upon a ratio of one (1) day (7.75 hours) of sick leave for each 17.3 days worked.

A unit member working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

- C. The Superintendent reserves the right to require a unit member to provide a statement by his/her physician verifying the cause of absence.
- D. Unused sick leave shall accrue from school year to school year without limits.
- E. The Superintendent shall provide each unit member with a written statement of (1) his/her accrued sick leave total, and (2) his/her leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.
- F. Any unused sick leave credit may be used by a unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy shall receive fifty percent (50%) differential pay for a period not to exceed five (5) continuous school months; i.e., 100 days of paid sick leave. In order to qualify for differential pay, a unit member shall first utilize all accumulated sick leave credit. Upon exhaustion of all accumulated sick leave credit, a unit member shall receive fifty percent (50%) of regular salary for a period not to exceed five (5) school months. Only one increment of differential pay shall be allowed for any single and continuous absence that extends into the next school year.
- G. A unit member becoming aware of the need for extended absence due to surgery, maternity, or other predictable or priory scheduled cause, should normally submit a statement form his/her attending physician as far in advance of the initial disability date as

possible. The physician's statement shall include the beginning date of disability, the cause of disability, and the anticipated date of return to active service. Immediately upon return to active service, the unit member shall complete the Office absence form and submit it to the immediate supervisor. If a unit member desires a greater level of confidentiality, he/she may request special consideration in processing their leave request.

- H. Sick leave commences when the unit member calls in to report the absence and requests a substitute from the Office not later than 7:00 a.m.
- I. Prior to 3:00 p.m., the unit member has the responsibility to notify the principal (ROP and Special Education unit members notify the Office) of his/her particular school site, of intent to return from sick leave so that the substitute may be released. Failure to do so results in the retention of the substitute and another day of sick leave charged to the unit member. Substitutes will automatically be released on the last working day of the week unless otherwise notified.
- J. A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position.
- K. The Office retains the right to have a physical examination of any employee. A mental examination shall be authorized in accordance with the Education Code. The cost of such examinations shall be borne entirely by the Office.
- L. Should a unit member retire his/her unused accumulated sick leave shall be credited toward retirement according to S.T.R.S. regulations.

2. Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. The unit member who has sustained a job related injury shall report the injury (Office approved accident form) to the immediate supervisor within twenty-four (24) hours of knowledge the illness is an alleged industrial illness. Requirements for such leave shall be:

- A. Allowable leave shall be for not more than sixty (60) days during which the schools of the Office are required to be in session or when the unit member would otherwise have been performing work for the Office in any one (1) fiscal year for the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial Accident or Illness Leave shall commence on the first day of absence.

- D. When a unit member is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs and will result in a payment to him/her of not more than his/her full salary.
- E. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- F. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- G. During any paid leave of absence, the unit member shall endorse to the Office the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Office, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- H. A unit member shall be permitted to return to service after an industrial accident or illness only upon presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to and adequately perform the duties of the position classification and without detriment to the unit member's physical and emotional well-being.

3. Personal Necessity Leave

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

- A. Procedure -- Unit members shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave when possible. The prior approval required for Personal Necessity Leave shall not apply to the following reasons:
 - (1) Death or serious illness of a member of the unit member's immediate family.
 - (2) Accident involving person or property or the person or property of the unit member's immediate family.

When prior approval is not required, the unit member shall make every reasonable effort to comply with Office procedures designated to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

- B. Requirements -- A unit member may use not more than eight (8) days per year of accumulated Sick Leave for purposes of approved Personal Necessity Leave. However, a unit member shall be permitted to use in any calendar year his/her accrued and available sick leave to attend to the illness of a child, parent, or spouse. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month period. The use of accrued sick leave for this purpose shall be considered to be Personal Necessity Leave.

Examples of reasons for which approval shall not be granted are:

- (1) Political activities or demonstrations
- (2) Vacation, recreation or social activities
- (3) Employee association activities
- (4) Routine personal activities
- (5) Seeking other employment

A unit member may use no more than three days of Personal Necessity Leave under this section for "Personal Business" as determined by the unit member without disclosing the nature of the business. Personal Business days may only be used for purposes as permitted under Personnel Necessity leave, Article XIII (3). Immediately upon return to active service, the unit member shall complete the office absence form and submit it to the immediate supervisor. The unit member shall provide, upon Office request, additional verification of the use of these leave provisions.

4. Bereavement Leave

- A. A unit member shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out-of-state travel or travel 300 miles distance from the Office is required, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article.
- B. Immediately upon return to active service, unit members shall complete the appropriate absence form and submit it to their immediate administrator. Unit members shall provide, upon Office request, additional verification of the use of these leave provisions.

5. Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order

from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

- A. The unit member seeking Official Judicial Appearance Leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor on the next working day after the individual knows he/she is to appear.
- B. A unit member shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.
- C. A unit member granted a leave of absence under these provisions shall be granted Office compensation, which when added to jury or witness fees shall not exceed the unit member's regular compensation. The unit member shall endorse to the Office the jury or witness fees checks. The Office, in turn, shall issue the unit member's appropriate salary warrants for payment of his/her salary and shall deduct normal retirement and other authorized contributions.
- D. Per diem and other travel expenses shall be retained by the unit member.
- E. Upon completion of duty, the unit member shall have the secretary to the court complete a notice of duty termination and return to work.

6. Military Leave

Every unit member shall be entitled to such leave of absence as authorized by law.

7. Legislative Leave

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

8. Sabbatical Leaves

- A. Unit members of the Office are eligible for a sabbatical leave of one year or less after seven (7) consecutive years of employment with the Office. During the sabbatical leave, the unit member shall be paid fifty (50) percent of the salary he would have earned if working in his/her regular contract assignment.
- B. The unit member who is granted a sabbatical leave must agree to return to full-time employment with the Office for not less than twice the length of the leave, immediately following the completion of the leave, or repay the salary received during the sabbatical leave. The unit member shall post a bond in an amount not less than the salary to be paid during the period of leave.

- C. Sabbatical leaves may be granted for purposes of professional study, research, or other purposes determined by the Office to be mutually beneficial to the unit member and the Office.
- D. The number of certificated unit members who may be granted sabbatical leaves shall not exceed two percent (2%) at any time, computed to the nearest whole number.
- E. The Superintendent shall receive and review all sabbatical leave applications and make recommendations to the Board for its consideration and approval. A sabbatical leave applicant shall outline fully the purposes, objectives and program of professional study, research, or other purposes of the sabbatical leave. The unit member who is granted a sabbatical leave shall file with the Superintendent not later than six (6) weeks after return to his/her regular assignment, evidence that he/she has achieved or completed the stated purposes, objectives, and program of his/her sabbatical leave. The unit member shall not be considered as having completed the requirements of his/her sabbatical leave until this evidence has been approved by the Superintendent.
- F. Unit members on sabbatical leave shall retain all rights and privileges relating to tenure, sick leave, health plan, salary schedule and other employee benefits. A unit member shall have the right to return following completion of the sabbatical leave to his/her regular contract assignment with the Office.
- G. Applications shall be filed not later than seven months prior to the period of leave.
- H. A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent.

9. Family Leave

The Office of Education shall comply with statutory requirements in granting leave(s) as required under the California Family Rights Act and the Federal Family and Medical Leave Act.

10. Unpaid Personal Leave

A unit member may request and the Superintendent may grant a personal leave of absence for reasons not enumerated elsewhere in this Agreement. Examples of appropriate requests include but are not limited to:

- A. Maternity Leave
- B. Adoption/Child Care Leave
- C. Personal/Professional Leave

- D. Health Leave
- E. Study Leave
- F. Exchange Teaching Leave

The unit member seeking an approved personal leave of absence shall submit a request, including the reason and any supporting information related thereto, and the duration of the length of the requested leave. For personal leave of absence, the unit member shall submit the request described herein to the Superintendent not less than ten (10) working days prior to the beginning date of the leave.

A unit member shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent. Any personal leave of absence that may be granted under these provisions shall be without compensation unless expressly authorized by the Superintendent. Unit members on personal leave of absence in excess of thirty (30) calendar days shall be permitted to participate in the Office insurance program at their expense as provided for in Article XVI of this Agreement.

The unit member shall be reinstated to the position classification held prior to the leave of absence or to a comparable related position for which the employee is qualified.

If the personal leave of absence was granted for personal health reasons, the Superintendent may require a medical statement indicating his/her ability to return to and adequately perform assigned duties and without detriment to the employee's physical or emotional well-being.

11. Assignment Upon Return From Leave

Teachers on special assignment or sabbatical leave for a period one (1) calendar year or less have the right to return to their last teaching assignment upon conclusion of their leave provided the assignment still exists.

12. Catastrophic Leave

- A. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he has exhausted all of his full pay sick leave and other paid time off.
- B. "Eligible Leave Credits" mean sick leave accrued to the donating employee.
- C. Members of the bargaining unit may apply for and receive catastrophic leave in accordance with the following conditions and provisions:

1. The unit member must have suffered an incapacitating illness or injury which falls within the 12.A.
 2. The Office of Education must determine that the unit member is unable to work because of the unit member's personal catastrophic illness after adequate proof of illness has been provided in accordance with Education Code § 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline.
 3. The Unit member must have donated a minimum of 6.75 hours of eligible leave credits during the fiscal year in which the absence resulting in unit member's request for catastrophic leave first began.
- D. Applications for catastrophic leave benefits shall be considered by a committee comprised of the Association of Educators Chapter President, or designee, the Director, Human Resources and a unit member designated by the chapter. The committee shall take into consideration the unit member's eligibility to receive benefits under his/her salary protection plan in evaluating an application for catastrophic leave benefits. Decisions of the committee are final and are not subject to appeal or the provisions of the grievance procedure contained within this agreement.
 - E. When granted, catastrophic leave will be paid at the unit member's half-pay sick leave rate. The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months.
 - F. An employee who receives paid leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
 - G. If the transfer of eligible leave credits is approved by the Office of Education, any unit member may donate eligible leave credits at a minimum of 6.75 hours but not to exceed 13.5 hours at any time during the fiscal year..
 - H. Transfers of eligible leave credits are irrevocable.
 - I. In the event this Catastrophic Leave Program is canceled, the remaining days/hours shall be returned, on a pro-rata basis, to those employees who have donated them.

ARTICLE XIV: SAFETY

1. All unit members are covered by worker's compensation. If a unit member is injured while at school or on school business, the accident shall be reported to the principal or immediate supervisor within twenty-four (24) hours.
2. The Office shall conform to and comply with all health, safety, sanitation and disaster preparedness requirements imposed, regulated or adopted under applicable and required city, county, state and federal laws. This includes any specific on-site regulations established by school or probation administration.
3. All unit members are responsible to report any unsafe working conditions to their immediate supervisor within twenty-four (24) hours and take reasonable and prudent precautions to prevent accidents or injury.
4. Unit members may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
5. Unit members shall immediately report causes of assault to the appropriate supervisor who shall immediately report the incident. Such notification shall be immediately forwarded to the Superintendent or his/her designee who shall comply with any reasonable and lawful request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved.
6. If criminal or civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, such unit member may request the Office to furnish legal counsel defend him/her in such proceedings.
7. The Office agrees to carry liability insurance coverage for acts caused by a unit member while acting within the scope of his/her employment. As used in this Article, "within the scope of his/her employment," shall include any Office approved activities, including any activities in cooperation with the Probation Department.
8. Two (2) unit members, selected by the Association, shall be participating members of the Office Safety Committee.
9. The County Office shall provide for the payment of the costs of replacing or repairing certain personal property other than a privately-owned vehicle and contents in the privately-owned vehicle of an employee of the County Superintendent of Schools when such property is stolen, destroyed, or damaged, through no fault of the employee, while the employee is in the line of

duty. The following limitations are established for the payment for such damage or stolen property:

- A. Property includes items such as eyeglasses, hearing aides, dentures, watches, or other articles of clothing worn or carried by the employee.
- B. Property includes employee's tools expressly authorized in advance for use at the work site by the employee's immediate supervisor.
- C. The actual value of such property shall be determined as of the time of the damage, robbery or theft.
- D. The actual value of the property shall be paid up to a maximum of five hundred dollars (\$500).
- F. The total amount reimbursed to any employee shall not exceed one thousand dollars (\$1,000) in any fiscal year.
- G. The amount paid shall be limited to any amount not covered by the employee's personal insurance coverage as stipulated in COE Form 170, *Statement of Claim*.

ARTICLE XV: COMPENSATION

1. Each day worked in excess of 190 days agreed upon in Article XI 1.A shall be paid at the unit member's annual salary divided by 190. No unit member shall work more than a total of 225 days. (See Appendix "A".)
2. Effective July 1, 2005 for the 2005-06 fiscal year, after ratification of this agreement by the COE and the Association of Educators, there shall be an across-the-board salary schedule increase of 4.23%.
3. Effective July 1, 2004, unit members who have not utilized any sick leave (including illness, personal necessity and personal business) during the program year (July 1 - June 30) shall receive a payment equal to the unit member's daily rate (inclusive of stipends) in effect on July 1 of the program year.
4. Unit members in the following positions will be compensated based on the Teacher Salary Schedule in Appendix A of the agreement.

CHEP Teacher

Counselor

Early Intervention Specialists

Nurse, School

Orientation and Mobility Instructor

Resource Specialist

Resource Teacher

Social Worker, School

Special Day Class Teacher

Specialist, Speech, Hearing and Language

Teacher on Special Assignment

Teacher, Juvenile Court and Community School Program

Teacher Special Education

5. Unit members in the following positions will be compensated based on the Community Day School Teacher Salary schedule in Appendix A of the agreement.

Community Day School Teacher

6. Unit members in the following positions will be compensated based on the Pre-School Teacher Salary schedule in Appendix A of this agreement.

Pre-School Teacher

7. Stipends based on the salary schedule shall be based on the regular salary schedule (excluding the Community Day School schedule.) Unit members currently receiving a stipend based on the Community Day School salary schedule shall continue to receive that stipend amount only for the 2005-06 school year.
8. Stipends shall be applied to positions as follows:
 - Bilingual Stipend = Class IV Step 13 x 1.5%
 - Head Teacher = Class IV Step 13 x 4.4%
 - Long Term Valued Service = Class IV Step 13 x 4.0%
 - Ph.D. = Class IV Step 13 x 1.5%
 - Remote Site = Class IV Step 13 x 2.8%
 - PAR Council = Class IV Step 13 x 4.4%
 - PAR Consulting Teacher = \$4,350 annually
 - Teacher on Special Assignment = Class IV Step 13 x 4.4%
 - BTSA Support Provider = \$2,500 for 1st participating teacher, \$1,500 for each additional participating teacher (maximum \$5,500 for 3 participating teachers)
 - Athletic Director = \$3,200 annually
 - Activities Director = \$2500 annually
 - Head Football Coach = \$2,000
 - Stipends for all other Head Coaches = \$1,700
 - Assistant Football Coach = \$1,200
 - Stipends for all other Assistant Coaches = \$1,000
 - Cheer Coach = \$1,700
 - Journalism = \$1,200 annually
 - JV Coach = \$1,200
9. Unit members participating in the SDCOE sanctioned non-school day activities with students shall be compensated as follows:
 - a. \$50 per day for an activity requiring 4 hours or less
 - b. \$100 per day for an activity requiring 4 or more hours
10. Unit members providing academic supplemental tutorial services in an SDCOE prescribed tutoring program beyond the unit members regular work day shall be compensated at a rate of \$25 per hour. Supplemental tutorial opportunities will be first offered to unit members.

ARTICLE XVI: EMPLOYEE BENEFITS

1. The San Diego County Office of Education shall offer a comprehensive health plan under the auspices of VEBA for all unit members employed under a 50% or more contract (except for unit members employed under shared contracts) that includes coverage for the following: 1) Employee, dependents of the employee, spouse or domestic partner (as domestic partner is defined in California Family Code Division 2.5, Section 297.) Health insurance subject to the premium contribution cap described below. 2) Employee, dependents of the employee, spouse or domestic partner (as domestic partner is defined in California Family Code Division 2.5, Section 297) dental coverage (COE paid), and 3) Employee only vision coverage (COE paid). There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office of Education.

For unit members sharing a contract the San Diego County Office shall pay 50% of the AETNA HMO Plan or the Quality Point of Service (QPOS)/Choice Plan A for each unit member working 50% of a shared contract. The maximum contribution paid by the San Diego County Office of Education for one shared position shall not exceed the annual capped amount specified in Article XVI.1. The San Diego County Office of Education shall pay 50% of the premium costs for life and vision insurance for each unit member on a shared contract. Each unit member on a shared contract shall be required to pay the remaining costs of the benefits premium for the benefits provided above. Neither Kaiser nor dental coverage is available to unit members on a shared contract.

Effective January 1, 2003, the Office of Education shall contribute up to the monthly amount of \$446.25 (annually the capped amount of \$5,355.00) toward the cost of medical insurance coverage elected by the employee. Medical insurance premium costs exceeding the \$5,355.00 shall be paid by the employee through voluntary payroll deduction. Effective January 1, 2003 and thereafter, the Office of Education contribution shall be the prior year capped contribution amount increased by that year's state funded unrestricted COLA for county offices of education plus 5%. The difference up to a maximum of \$250 between the Office of Education capped contribution amount and the actual Kaiser super composite premium costs shall be paid by the unit member through voluntary payroll deduction. Unit members shall not be required to pay the difference, if any, until January 1, 2005. Unit members electing medial coverage other than Kaiser shall pay the actual premium costs that exceed the Kaiser super composite rate for that year.

Effective January 1, 2004 the employee co-payment for prescriptions and office visits will be increased from \$5 to \$10 for each prescription and each office visit.

Following the expiration of the agreement, the Office of Education shall continue the actual monthly dollar amount of the capped contribution until and unless negotiations according to Government Code section 3540 et. seq. are concluded.

2. The dental plan shall be Delta Dental Service, effective on April 1, 1987. Dental benefits remain in effect with the following enhancements to existing coverage: effective January 1, 2002, increase dental maximum benefit to \$2,500 per year; sealant rider to existing dental coverage; periodontal rider to existing dental coverage. Life insurance coverage shall be a Basic Life and AD&D policy for twice the employee's gross annual salary for the unit member only. The optional supplemental life insurance plans will remain available by payroll deduction. This supplemental insurance coverage will be available for both the unit member and unit member's dependents.
3. The Office of Education agrees to contribute towards purchase on behalf of eligible retirees of the prevailing benefits provided to then-current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time, subject to the conditions in Section B. The amount contributed by the Office of Education toward such purchase shall not exceed the amount being contributed by the Office of Education toward purchase of benefits for then-current unit members, as that amount may vary from year to year.
 - A. The contribution shall be subject to the following conditions:
 - (1) In order to be eligible for benefits hereunder, a unit member must have fully retired under the provisions of the STRS or PERS; be at least 55 years of age, but not more than 65 years of age; must have served as a unit member of the Office of Education full-time for at least ten (10) years prior to retirement; and must retire during the term of this agreement. Eligibility will terminate when the retiree reaches the age of 65 or upon the retiree's death, whichever occurs first. The retiree shall apply for Medicare benefits when eligible. In the event that the retiree becomes eligible for benefits through Medicare, social security, or any other benefit or insurance program, the Office of education will contribute the specified amounts only toward the purchase of a plan which provides available benefits as are necessary to maintain the comparability of the benefits afforded to the retiree and the benefits, if any, afforded to current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time. The retiree, to continue to receive the Office contribution, shall annually certify that he/she is not covered under any other health insurance plan, with the exception of Medicare. An approved Office leave of absence shall constitute a year of service for the purposes of eligibility.

- (2) The Office of Education will contribute the specified amounts toward the purchase of any or all of the prevailing insurance benefits provided to then-current unit members, as such may be granted, increased, reduced, modified, or abolished from time to time, at the premium rates established for retired unit members.
 - (3) A retiree shall contribute the monthly balance due, if any, for the purchase of such benefits. Payment by the retiree must be received by the Office of Education no later than the last working day of the month proceeding the month for which coverage is intended. If any payment is not made within ten (10) days after it is due, a late charge of 5% of the installment due may be charged to the retiree. In the event that any payment is not received within sixty (60) days of the last working day of the month preceding the month for which coverage is intended, the retiree may be removed from the group immediately and, once removed, shall not be reinstated. The retiree shall be notified within fifteen (15) days in writing that he or she has been removed from group coverage and is no longer eligible for contributions hereunder or to participate in the group.
4. The Office of Education is authorized to take such action as it determines to be appropriate in order to implement state and federal laws and regulations regarding mandatory health and welfare benefits for retired unit members and other former unit members, as such laws and regulations may be amended from time to time.
5. Any unit member who serves the latter seventy-five (75%) of the contract year shall be covered by health benefits in July and August.
6. Effective date of this article shall be the date of ratification.
7. A statement of the unit member's coverages shall be sent to each unit member prior to the re-enrollment period each year. This statement shall include the types and extent of coverage, what is being paid by the Office, and what is being paid by the unit member.
8. Medicare Election – Effective immediately, the County Office will initiate the prescribed procedure to implement a “Medicare Election” which could ultimately enable each unit member not currently subject to Medicare coverage to make an individual choice to elect Medicare coverage.

ARTICLE XVII: PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1. An option for part-time employment is available for eligible unit members to phase into their retirement program. The unit member and the Office agree to contribute the full retirement payment that would have been contributed if the unit member had been employed on a full-time basis.
2. In order to qualify for this provision, the unit member must meet the following conditions.
 - A. The unit member must have reached the age of 55 prior to reduction in workload.
 - B. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 - C. The option of part-time employment must be exercised at the request of the unit member, approved by the Office and can be revoked only with the mutual consent of the Office and the unit member.
 - D. The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which the unit member is eligible.
 - E. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.
3. The employee shall receive health and welfare benefits in the same manner as a full-time employee.
4. Any unit member who is interested in participating in the program shall notify the Personnel Office no later than March 15. The Office shall schedule a meeting with each such unit member on or before April 30 to develop a mutually agreeable program for such unit member.
5. No unit member shall be pressured overtly or indirectly to participate in the part-time employment program.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall not be interpreted or applied in a manner which is unlawful, arbitrary, capricious and/or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect. This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
2.
 - A. All rights, powers, and privileges of the Office shall be exercised by the Board and/or Superintendent and the operation of the Office shall be administered by the Superintendent or any other person properly designated by the Superintendent.
 - B. The above language shall not be construed to limit the right of the Association to consult with the Office as set forth in Government code Section 3543.2.
3. The Office and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the Office will support this Agreement for its term.
4. It is agreed and understood that there will not be strike, work stoppage, slowdown, or sick-in by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
5. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
6. During the term of this Agreement, the Association expressly waives and relinquishes the right to meet and negotiate and agrees that the Office shall not be obligated to meet and negotiate with respect to any subject matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the Office or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn. By mutual agreement by both parties, this Agreement may be reopened.
7. Improvements in unit member benefits that are covered in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law, shall be incorporated into this Agreement. No current benefits mandated by law shall be eliminated during the term of this Agreement.
8. In establishing staffing patterns, the County Office will continue to staff according to the California Youth Authority (CYA) classroom guidelines.

9. A unit member shall have input to the principal as to whether he/she wishes to utilize Teaching Assistants (TA's). If TA's are utilized, the unit member shall have input into the selection and retention of the TA's. Unit members may appeal decisions concerning the selection and retention of TA's to the program director whose decision is final.
10. Examinations for tuberculosis shall be required in every subsequent four-year period as condition of continued employment. The Office shall notify all unit members thirty (30) days before the tuberculosis examination is due.
11. Mileage reimbursement for unit members shall be consistent with current Office policy.
12. Staff Development Buy-Back Program – Attendance of unit members will be voluntary at staff development activities for which the SDCOE will receive reimbursement under the state Staff Development Buy-Back program. These staff development activities will not reduce the number of instructional days offered students enrolled in SDCOE programs and will be scheduled at times when students are not in attendance or on days when unit members are not scheduled to work. Unit members must attend and participate in each of the required staff development activities during a particular Staff Development Day in order to receive compensation. Unit members will be compensated for up to three days annually at an hourly rate based upon their regular daily rate to a maximum of their daily rate for each day of attendance.

Staff Development Buy-Back program activities will be offered at the sole discretion of the County Office of Education and only to the extent that sufficient funding is available from the state for this purpose.

13. Community Day Schools

The parties agree to establish a standing committee comprised of three (3) appointees of the SDCOE and three (3) appointees of the Association to establish criteria for the establishment and closing of Community Day Schools and to evaluate the effectiveness of Community Day Schools.

The parties agree that the designation of community day school sites/classrooms, the establishment of community day school assignments and the determination of the number of community day school assignments shall be within the sole discretion of the Office of Education after consultation with the Association through the standing committee. Likewise, the assignment and reassignment of unit members to community day school assignments shall be at the sole discretion of the Office of Education, consistent with the provisions of this agreement, after consultation with the Association through the standing subcommittee. The elimination of community day school assignments, when, in the judgment of the Office of Education it is determined to be in its best interests to do so, and the assignment or reassignment of unit members resulting from such elimination, shall not constitute a layoff subject to the provisions of

Education Code § 44955 et seq. provided that each unit member continues to be employed in a full-time assignment as defined within Article XI, Section 4(A) of this agreement.

14. Selection of Head Teachers

- a. Head Teachers shall be appointed on a contract year basis, i.e. during designated work calendar during the period between July 1 to June 30 of a given year, for assignments of not less than 190 days.
- b. Standard form applications for designated Head Teacher assignments shall be distributed by site administrators to unit members by May 1 of each year.
- c. Completed applications for Head Teacher assignments must be submitted to the site administrator no later than May 31 of each year.
- d. The Program Director shall, in his/her sole discretion, appoint Head Teachers to assignments after considering the recommendation(s) of the site administrator and shall announce the appointment of Head Teachers and provide notice to each unit member regarding the disposition of his/her application for Head Teacher assignment by June 25 of each year. No election or voting by teachers shall be permitted.
- e. No unit member shall be appointed to the same Head Teacher assignment for more than two (2) consecutive years unless the Program Director, in his/her sole discretion, determines that no other unit member who has applied for consideration is appropriate for the assignment.
- f. No unit member in probationary status shall be appointed to a Head Teacher unless the Program Director, in his/her sole discretion, determines that no other unit member who has applied for consideration is appropriate for the assignment.
- g. No exception to the provisions of paragraphs 5 and 6 above shall be implemented prior to consultation with the Association.

15. Remote Site Stipend

To qualify as a remote site the following conditions must be met:

1. The site must be at least 30 miles from the administrative offices of the San Diego County Office of Education.
2. The site is located in an isolated rural area. Residents of and visitors to the area must travel to other metropolitan areas to conduct business and/or receive services.

The following sites are designated remote sites. The SDCOE may update this list as necessary in accordance with the criteria above.

Camp Barrett

La Posta

Phoenix

Oak Creek

Rancho Del Campo

Fox Outdoor Education School

Cuyamaca Outdoor Education School

Any unit member assigned to any of these sites will receive the remote site stipend as specified in Article XV of this agreement.

If a unit member is transferred or reassigned to a non-remote site from a remote site he/she will not be paid effective the 1st of the month following the effective date of the transfer or reassignment. If the effective date of the transfer or reassignment is the 1st of the month, the remote stipend will end on the effective date of the transfer or reassignment.

16. Additional Work Opportunities with Special Grants

All opportunities will be posted in the same manner as other transfer opportunities are posted.

Members selected for grant opportunities may serve until the expiration of the term of the grant.

ARTICLE XIX: RECREDENTIALING/PROFESSIONAL GROWTH

The Office of Education will implement a Professional Growth Plan consistent with Education Code Section 44250, 44251, 44277 and applicable state rules and regulations.

ARTICLE XX: PEER ASSISTANCE AND REVIEW AND BTSA

1. This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended and any applicable regulations. The Parties agree that the focus of a Peer Assistance and Review Program (PAR) shall be to provide assistance and not to evaluate Bargaining Unit Members (Article 2, Recognition).
2. Once negotiations are concluded on a PAR process, the County Office shall provide the required certification that PAR will be implemented July 1, 2000. Effective July 1, 2000, the mentor teachers program and all obligations, rights, activities, and practices related to that program shall automatically terminate. Mentor Teacher funds received from the State for the year July 1, 2000 to June 30, 2001 shall be included as income to the PAR Council budget.
3. Peer Assistance and Review (PAR Council)
 - 3.1 The PAR Council will consist of five (5) members. Members of the PAR Council will include the Association President or designee, two (2) members selected by the Association, and two (2) representatives selected by the County Office. The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson and the adoption of an annual budget. A PAR Council member may not participate in the Council's consideration, assessment, or acceptance of a report which pertains to a Participating Teacher whose most recent evaluation was approved by that council member.
 - 3.2 The PAR Council will establish its meeting schedule to include Council meetings, classroom observations, workshops, trainings and any other related activities deemed appropriate. To hold meetings, four (4) of the five (5) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released, from their regular duties without loss of pay. Such work shall be authorized by the Council after consulting with affected Program Directors to insure minimal scheduling conflicts (PAR activities shall not be scheduled when calendar conflicts exist such as student testing, parent conferences, staff development activities, meetings, emergencies, etc.). Bargaining Unit Members who are members of the Council shall receive a stipend equal to 4.4% of Class IV, Step 13 of the Teachers' Salary Schedule. If, in carrying out their responsibilities as members of the Council, teachers are authorized to work beyond the work calendar year or more than two hours beyond their regular work day (six hours, forty-five minutes of duty time), they will be compensated for the additional time at an hourly rate based upon their contracted daily rate of pay. The expenses of stipends and paid release time for Council members shall be reflected within the annual budget adopted by the PAR Council.

- 3.3 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 5), assessing Consulting Teachers Plan of Assistance and their documentation, and providing in-service training during the school year. The PAR Council will provide written confirmation of participation in the PAR Program to Participating Teachers, Referred Teachers, Principals or immediate supervisors, and Consulting Teachers.
 - 3.4 The PAR Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. The Guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
 - 3.5 The PAR Council will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the Council's designation of a Consulting Teacher to the Council in accordance with procedures developed by the Council. The PAR Council shall meet with a Participating Teacher regarding the Consulting Teacher's assignment within two (2) weeks of such request from the Participating Teacher.
 - 3.6 It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.
 - 3.7 The PAR Council reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the County Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
 - 3.8 The PAR Council is responsible for developing and submitting an annual written report to the County Superintendent evaluating the impact of the PAR Program.
 - 3.9 Decisions made by the PAR Council regarding implementation of the PAR process shall not be subject to the grievance procedure as long as such decisions do not violate the terms of the Agreement.
4. Participating Teacher (PT)
- 4.1. A Participating Teacher is a Bargaining Unit Member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, instructional methodology, and related aspects of teaching performance. There are two (2) categories of Participating Teachers. The establishment of performance goals and standards are not subject to the bargaining process.

4.1.1 Participating Teacher

- a. The purpose of participation in the PAR Program is to help correct job-related deficiencies and to assist the Bargaining Unit Member improving performance. Permanent Bargaining Unit Members, who have received an overall Below Standard Rating by the Evaluator on the Form 183-C Summary Conference Report, shall be required to participate in the PAR Program as an intervention.
- b. The decision of the Evaluator to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure.
- c. The Consulting Teacher will continue to provide assistance to the Participating Teacher until the PAR Council concludes that teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at the meeting. The Evaluator will be provided the opportunity to verbally address the PAR Council upon request. The Evaluator's comments shall be advisory only and shall not be included within the PAR Council's report to the County Superintendent or included in any form in the Participating Teacher's personnel file. The PAR Council will forward its final report including recommendations to the Superintendent.
- d. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq. The County Office retains all rights and privileges consistent with the Education Code and the Collective Bargaining Agreement, related to actions regarding the employment of any employee.
- e. The Participating Teacher shall receive per diem hourly compensation for activities (i.e. workshops, seminars, etc.) required beyond the regular work year or two hours beyond the required work day. Participation in such activities shall be consistent with the Assistance Plan and subject to PAR Council approval.

4.1.2 Volunteer Teacher Participants

- a. A permanent Bargaining Unit Member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher Participant, in his/her discretion, may terminate his/her participation in the PAR Program at any time.
- b. Unless requested by the Volunteer Teacher, information obtained by the Consulting Teacher while working with the Volunteer Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- c. The Consulting Teacher will assist in developing an action plan for the Volunteer Teacher Participant, after consultation with the Volunteer Teacher participant.

5. Consulting Teachers

- 5.1. A Consulting Teacher is a permanent Bargaining Unit Member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:
 - 5.1.1. A permanent status classroom teacher employed full time by the County Office with at least four (4) years of recent teaching experience in special education and/or alternative education programs.
 - 5.1.2. Demonstrated exemplary teaching ability.
 - 5.1.3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
 - 5.1.4. Ability to communicate effectively both orally and in writing.
 - 5.1.5. Ability to work cooperatively and effectively with others.
- 5.2. A Consulting Teacher shall be a classroom teacher who is provided release of not less than 16 days and not more than 76 days of their regular assignment by the PAR Council to provide assistance to a Participating or Volunteer Teacher participant in improving instructional performance (or other activities pursuant to section 6.4 below). This assistance may include but not be limited to:

- 5.2.1. Conducting an initial meeting with the Evaluator or designee to discuss the Participating Teacher's evaluation.
 - 5.2.2. Performance goals shall be in writing, clearly stated, aligned with pupil learning and consistent with Education Code 44662.
 - 5.2.3. Scheduling multiple observations of the Participating Teacher during periods of classroom instruction.
 - 5.2.4. Conferring with the Evaluator, as determined by the Consulting Teacher, on the progress of the Participating Teacher's progress with the Assistance Plan.
 - 5.2.5. Modeling effective instructional strategies and classroom management techniques
 - 5.2.6. Utilization of other instructional support services to assist the Participating Teacher.
 - 5.2.7. Monitoring the progress of the Participating Teacher and maintaining a written record.
 - 5.2.8. Making status reports to the PAR Council for a referred Participating Teacher.
 - 5.2.9. A Consulting Teacher may be assigned by the PAR Council to perform special projects in the area of teacher assistance and staff development when not assigned to a participating teacher as defined in Sections 4.1.1 and 4.1.2 and with authorization of the County Office.
 - 5.2.10. If in carrying out their responsibilities as members of the Council, teachers are authorized to work beyond the calendar year or more than two hours beyond their regular work day (six hours, 45 minutes of duty time), they will be compensated for the additional time at an hourly rate based upon their contracted daily rate of pay.
- 5.3. In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the County Office. In addition to submitting an application form, each applicant is required to submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for Consulting Teacher, the PAR Council may recommend to the County Office to contract with another school district for a Consulting Teacher to fill the vacant position.
 - 5.4. Consulting Teachers shall be selected by consensus or majority vote of the PAR Council after one (1) or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. The PAR Council's selection procedures, activities and criteria shall be consistent with applicable legal requirements, however, its judgments regarding selection of Consulting Teachers shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Agreement.

- 5.5. Expenditures for the PAR program shall not exceed revenues received from PAR funding sources and/or the Mentor Teacher Program (July 1, 2000 –June 30, 2001).
- 5.6. The PAR Council shall select a minimum of three consulting teachers for the 2000-01 school year specifically assigned to Institutions, Community Schools, and Hope Infant/Special Education. The PAR Council, in subsequent years, shall determine the number of consulting Teachers based upon the number of participants in the PAR Program and available funding.
- 5.7. The term of a Consulting Teacher shall be two (2) years. A Consulting Teacher's term may be extended up to three (3) years by the PAR Council if, after annually reviewing the list of Consulting Teachers, the PAR Council determines that the Consulting Teacher is fully qualified to meet the needs of one or more of the Participating Teachers. A unit member may not serve in an administrative position while serving as a Consulting Teacher. A bargaining unit member who has served as a Consulting Teacher may reapply to serve as a Consulting Teacher after returning to the classroom for two years.
- 5.8. Unit members serving as Consulting Teachers shall receive a stipend of \$4,350 annually, in addition to regular salary.
- 5.9. In the event that a Consulting Teacher is required to work beyond the regular work year or two hours beyond their regular work day, they shall be compensated for such additional work at an hourly rate based upon their contractual daily rate of pay. Such work shall be authorized by the PAR Council after consulting with the affected Program Directors to resolve potential scheduling or calendar conflicts.
- 5.10. The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Evaluator with respect to the process of peer assistance and review. The Participating Teacher assistance plan shall be based upon the areas in which the Participating Teacher's overall evaluation reflects unsatisfactory performance.
- 5.11. At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

6. General Provisions

- 6.1. The County Office agrees to indemnify and hold harmless members on the PAR Council, and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Section 820.2
- 6.2. Functions performed by Bargaining Unit Members, as part of the PAR Program shall not constitute either management or supervisory functions.

- 6.3. In the event that the County Office receives official notification from the State that the County Office will not be receiving in any year any portion of the County Office's share of PAR funding, the County Office or the Association may reopen this Article for negotiation by providing written notice to the Association.
- 6.4. If, after the needs of the Participating Teachers have been met, there remains unspent PAR funds, they may be utilized in the following ways, as determined by the PAR Council:
 - a. District Intern Program
 - b. State Intern Program
 - c. Staff Development

When the PAR Council has determined that unspent funds are to be utilized, the PAR Council shall make recommendations to the County Superintendent on how one or more of the above programs shall be implemented.

- 6.5. An Evaluation Committee consisting of four (4) unit members appointed by the Association and three (3) administrators appointed by the County Office will be formed for the purpose of developing a new teacher evaluation form that is based upon elements of the Stull Bill and the California Standards for the Teaching Profession. A recommendation on a new evaluation form shall be submitted to the Association and the county Office for negotiations by July 1, 2000.

Beginning Teacher and Assessment (BTSA)

7.0 NEW TEACHERS ASSISTANCE PROGRAM COMMITTEE (NTAP)

A New Teacher Assistance Program Committee will be established consisting of the Association President or designee and two (2) members selected by the Association; and the Director, Human Resources and two (2) members selected by the SDCOE. The NTAP Committee will assist in the selection of Support Providers as outlined below and with evaluation of the implementation of the SDCOE BTSA program.

7.1 PARTICIPATING TEACHERS-BTSA

Participating Teachers are teachers who are new to the profession (first or second year) or out of state teachers new to teaching in California. Participating teachers will receive professional support from an experienced teacher (Support Provider) and participate in professional development sessions and receive formative assessment through observation as required by the state approved BTSA induction program. Participation in BTSA requires a commitment of time beyond the instructional day. Additional compensation beyond the instructional day will not be provided. Participating Teachers will receive compensation, in accordance with the BTSA grant funding provisions, at the completion of each year.

7.3 SUPPORT PROVIDERS

The support provider in the BTSA program provides support and assistance to beginning teachers in the process of receiving their professional teaching credential. The focus of this support is to help new teachers develop as educators in relation to the California Standards for the Teaching Profession and to support them in effectively implementing the academic content standards in their classrooms. An SDCOE BTSA Support Provider is a permanent Bargaining Unit member who meets the qualifications for Support Provider as specified in the California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher Induction Programs.

7.3.1 Compensation (Part-Time Support Providers)

Unit members who serve as Support Providers in addition to their regular classroom assignment will be provided a stipend based on the number of Participating Teachers they are assigned. First teacher is \$2,500 per year; second teacher, an additional \$1,500 per year; and for the third teacher an additional \$1,500 per year. A maximum of three Participating Teachers will be assigned to any one Support Provider. The stipend is for work outside the teaching day including Participating Teachers monthly

academies. BTSA CFASST training for new or continuing Support Providers required on non-duty days will be compensated at the Support Provider's daily rate.

7.3.2 Release Time

Release time will be limited to classroom observations of participating teachers and full day BTSA training scheduled during the school year.

7.3.3 Compensation (Teacher on Special Assignment [TOSA])

Unit members who serve as Support Providers outside of their regular classroom assignment will be compensated at the Teacher on Special Assignment rate of pay in accordance with the negotiate agreement between the San Diego County Office of Education and the Association of Educators.

7.3.4 Selection Criteria

Support providers will be selected using explicit criteria as specified in the California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher Induction Programs. The criteria shall be consistent with the support provider's specified roles and responsibilities. In addition Support Providers will the possess the following qualifications:

- a. A permanent status classroom teacher employed full time by the County Office with at least four (4) years of recent teaching experience in special education and/or alternative education programs.
- b. Demonstrated exemplary teaching ability.
- c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- d. Ability to communicate effectively both orally and in writing.
- e. Ability to work cooperatively and effectively with others

7.3.5 Selection Procedure

A notice of vacancy will be posted at all sites and in the County Office. The New Teacher Assistance Program (NTAP) Committee will review the required application materials (that will include 3 references with direct knowledge of the applicant's skills, abilities and experience) for each candidate and evaluate them according to the support provider criteria outlined above. Qualified applicants will be interviewed by the NTAP Committee. Two (2) or more representatives from the NTAP Committee will also conduct a classroom observation of each interviewee. Support Providers will be selected based on a total score received from the review of the application materials, interview and classroom observation. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for a Support Provider the County Office may contract with another school district for a Support Provider.

Support Providers shall be recommended by consensus or majority vote of the NTAP Committee for matching to Participating Teachers by the South County BTSA Consortium Director; JCCS Director, Curriculum and Staff Development; SDCOE Director, Human Resources; SDCOE Director, Special Education; and a teacher representative from the NTAP Committee. All selection procedures, activities and criteria shall be consistent with applicable legal requirements, however, decisions regarding selection of Support Providers shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Association of Educators Agreement.

7.3.6 Term

Support Providers (part-time) may serve a term of three (3) years and may reapply for one (1) additional three (3) year term.

A TOSA serving as a BTSA Support Provider may serve in such assignment for a term of two (2) years, has the right to reapply for one (1) additional term. He/she has the right to return to his/her last teaching assignment upon conclusion of his/her first term provided the assignment still exists, however, there is no guarantee that a TOSA serving as a BTSA Support Provider will be able to return to his/her last teaching assignment upon completion of a second term.

The SDCOE retains the right to terminate the Support Provider service prior to the end of the 3-year term after evaluation of the Support Provider's service and consultation with the NTAP Committee.

7.4 USE OF PAR FUNDING

It is agreed that PAR funds will be utilized for the payment of the Support Provider Stipends for FY 2004-05. PAR Support will be reviewed annually thereafter.

ARTICLE XXI: Complaint Procedure

1. This procedure shall apply to written complaints regarding the conduct of a unit member received by the San Diego County Office of Education from a student, parent or guardian of a student enrolled in a San Diego County Office of Education program, a San Diego County Office of Education employee, member of the public or any external public agency or governmental agency in which the unit member is assigned to deliver instructional services.
2. This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves criminal misconduct or is subject to investigation by a law enforcement agency.
3. This procedure shall not apply to any complaint regarding child abuse or sexual harassment for which the San Diego County Office of Education has a specific policy regulation or procedure or legal obligation that governs investigation and resolution of the matter.
4. Within five (5) workdays of the receipt of a written complaint the program administrator/immediate supervisor shall notify the unit member against whom the complaint is lodged. The immediate supervisor shall make an effort to resolve such complaints in a timely manner. A unit member has the right to a conference with the supervisor to discuss the complaint and its resolution.

Within twenty (20) workdays of receipt of a written complaint the immediate supervisor or program administrator shall provide a report of the investigation of the complaint and resolution, if complaint has been resolved, including copies of all statements and other relevant documents, to the unit member. If the investigation remains ongoing, the unit member shall be provided a report of the resolution as soon as is reasonable possible upon resolution of the complaint.

5. Materials resulting from investigation and resolution of a written complaint may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to the material placed in his/her personnel file.
6. Article X, Grievance shall not be applicable to this article except as to allegations of a procedural violation(s).

ARTICLE XXII: TERM

1. This Agreement shall be effective and remain in full force and effect up to and including June 30, 2008, except as otherwise specified in the Articles; and thereafter shall continue in effect year-by-year, unless one of the parties notifies the other in writing between March 1 and April 1 of each year of its request to add to, modify, or amend the Agreement.
2. For the school years 2006-07 and 2007-08, Articles XV and XVI, plus any two (2) Articles selected by the Association and any two (2) Articles selected by the San Diego County Office of Educate shall be subject to the negotiations process upon timely written notification.

For SDCOE Association of Educators:

For SDCOE:

APPENDIX "A"

San Diego County
Office of Education

Basic Teacher Compensation Plan Effective: 7-01-05
2005-2006

Step	Class A	Class I	Class II	Class III	Class IV	Class V	Class VI
1	35,450	37,399	41,651	43,777	46,443	48,564	50,999
	186.58	196.84	219.22	230.41	244.44	255.60	268.42
2	37,217	39,264	43,677	45,806	48,467	50,746	53,185
	195.88	206.65	229.88	241.08	255.09	267.08	279.92
3	38,987	41,134	45,713	47,834	50,496	52,933	55,372
	205.19	216.49	240.59	251.76	265.77	278.59	291.43
4	40,767	43,012	47,738	49,865	52,521	55,113	57,551
	214.56	226.38	251.25	262.45	276.43	290.07	302.90
5	42,548	44,885	49,766	51,897	54,564	57,309	59,748
	223.94	236.24	261.93	273.14	287.18	301.63	314.46
6		46,755	51,799	53,931	56,584	59,482	61,920
		246.08	272.63	283.85	297.81	313.06	325.89
7		48,636	53,826	55,957	58,617	61,676	64,119
		255.98	283.29	294.51	308.51	324.61	337.47
8		50,514	55,853	57,989	60,644	63,860	66,298
		265.86	293.96	305.21	319.18	336.11	348.94
9			57,879	60,020	62,682	66,042	68,481
			304.63	315.89	329.91	347.59	360.43
10			59,904	62,037	64,708	68,234	70,674
			315.28	326.51	340.57	359.13	371.97
11			61,942	64,067	66,736	70,412	72,857
			326.01	337.19	351.24	370.59	383.46
12			63,974	66,109	68,761	72,605	75,050
			336.71	347.94	361.90	382.13	395.00
13			66,003	68,128	70,797	74,785	77,227
			347.38	358.57	372.62	393.61	406.46

Bilingual = Class IV Step 13 x 1.5% = 1,061.96 / 12 mos = 88.50

Head Teacher = Class IV Step 13 x 4.4% = 3115.07 / 12 mos = 259.59

60-08 LTVS = Class IV Step 13 x 4.0% = 2831.88 / 12 mos = 235.99

25-02 PhD = Class IV Step 13 x 1.5% = 1061.96 / 12 mos = 88.50

79-01 Site = Class IV Step 13 x 2.8% = 1982.32 / 12 mos = 165.19

PAR Council = Class IV Step 13 x 4.4% = 3115.07 / 12 mos = 259.59

Step	Class A	Class I	Class II	Class III	Class IV	Class V	Class VI
1	40,700	42,938	47,827	50,256	53,319	55,764	58,561
	214.21	225.99	251.72	264.51	280.63	293.49	308.22
2	42,732	45,073	50,153	52,598	55,646	58,267	61,065
	224.91	237.23	263.97	276.83	292.87	306.67	321.39
3	44,764	47,223	52,480	54,924	57,972	60,770	63,568
	235.60	248.54	276.21	289.08	305.12	319.84	334.57
4	46,811	49,388	54,806	57,251	60,299	63,273	66,071
	246.37	259.94	288.46	301.32	317.36	333.02	347.74
5	48,858	51,538	57,133	59,592	62,655	65,806	68,604
	257.15	271.25	300.70	313.64	329.76	346.35	361.07
6		53,687	59,474	61,919	64,967	68,295	71,092
		282.57	313.02	325.89	341.93	359.45	374.17
7		55,837	61,801	64,245	67,308	70,813	73,625
		293.88	325.27	338.13	354.25	372.70	387.50
8		58,002	64,127	66,586	69,635	73,316	76,114
		305.27	337.51	350.46	366.50	385.87	400.60
9			66,454	68,913	71,976	75,819	78,632
			349.76	362.70	378.82	399.05	413.85
10			68,780	71,225	74,288	78,337	81,149
			362.00	374.87	390.99	412.30	427.10
11			71,122	73,551	76,629	80,840	83,653
			374.33	387.11	403.31	425.48	440.28
12			73,448	75,907	78,941	83,358	86,171
			386.57	399.51	415.48	438.73	453.53
13			75,775	78,219	81,282	85,861	88,674
			398.82	411.68	427.80	451.90	466.71

Any stipend paid to unit members paid on the community day school teacher salary schedule shall be the same as those paid to unit members on the basic teacher compensation plan.

SALARY CLASSIFICATION REQUIREMENTS

Classification: Unit members shall be assigned to a class on the unit member's salary schedule in accordance with the classification requirements defined below.

ALL CLASSES REQUIRE POSSESSION OF AN APPROPRIATE CREDENTIAL

- Class A: Less than a bachelor's degree.
- Class I: A bachelor's degree and a regular teaching credential or a bachelor's degree.
- Class II: A bachelor's degree plus 30 semester units, approved by the Office of Education, earned after the receipt of the bachelor's degree.
- Class III: A bachelor's degree plus 45 semester units, approved by the Office of Education, or a master's degree earned after the receipt of the bachelor's degree.
- Class IV: a) A bachelor's degree plus 60 semester units approved by the Office of Education earned after the bachelor's degree; or b) a master's degree plus 15 approved semester units approved by the Office of Education earned after the receipt of the master's degree.
- Class V: A bachelor's degree plus 75 semester units approved by the Office of Education earned after the bachelor's degree; or b) a master's degree plus 30 semester units approved by the Office of Education earned after the receipt of the master's degree.
- Class VI: a) A bachelor's degree plus 90 semester units earned after the bachelor's degree and approved by the Office of Education, if the employee also holds a master's degree; or b) a master's degree plus 45 approved semester units earned after the receipt of the master's degree; or c) a bachelor's degree plus an earned doctorate, as determined by the Office of Education.

For salary purposes, all college credit or degrees must be earned at institutions accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.

PLACEMENT ON THE SALARY SCHEDULE

Unit members beginning the first year of teaching with the Office of Education shall have their credentials and college transcripts evaluated by Personnel to determine proper salary classification. One step for each full year of contracted public school teaching experience to a maximum of seven (7) steps will be granted. One step for each two (2) years of related experience may be granted in accordance with the guidelines shown below. In no case shall initial salary placement credit for prior experience exceed seven (7) steps.

1. Full Credit experience (one step for one year):

- a) Full credit (one step for each year of creditable experience) is granted for full-time contracted teaching experience in public schools.
2. Related experience credit (one step for each two years of creditable experience) may be granted for the following:
 - a) Substitute teaching experience with the San Diego County Office of Education. In order for substitute teaching experience to qualify for one year of related experience credit, an individual must have served at least 75% (143 days) during a program teaching year (July 1 - June 30).
 - b) Non-public school contracted teaching experience. Credit may be granted only for experience gained after unit member was fully credentialed (or eligible to be fully credentialed) as required for teaching in public schools. Experience must have been as a full-time contracted teacher.
 - c) Instructional Aide, teacher assistant, teacher aide, counselor aide, etc., or other instructional paraprofessional in programs operated by the San Diego County Office of Education. Service shall have been for at least five hours per day for a minimum of 143 days (75%) during a program teaching year (July 1 - June 30).
3. In addition to the criteria listed in paragraph 2, above, related experience credit (one step for each two years of creditable experience) may be granted for initial placement of unit members in special education assignments within the HOPE Infant Program, Friendship School and the SELPA's for work experience which meets each of the following requirements:
 - a) Experience which is substantially the same as the duties for which the new member is being employed by SDCOE.
 - b) The unit member was employed in a full-time equivalent capacity while rendering such qualifying experience.

Beginning Teacher Salary Program

The County Office and the Association agree to add a floating minimum salary step of thirty-four thousand dollars (\$34,000) as the lowest salary on the salary schedule for a certificated employee holding a valid California teaching credential, not including an emergency permit, intern permit, or waiver; possessing a baccalaureate or higher degree, and receiving a salary paid through the general fund of the County Office in the 2000-01 fiscal year. Only teachers who qualify for the step may be placed on this step. Teachers appropriately on this step will remain only so long as the step exceeds that of their appropriate regular salary schedule step.

ADVANCEMENTS ON THE SALARY SCHEDULE

1. Unit members must have rendered paid service for 75% or more of the number of days (190) in the regular school year to be eligible to advance one vertical step on the schedule. Education Code Section 44908 requires 75% service in a given school year to earn a year of probationary status for advancement toward tenure. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.
2. Unit members shall be limited to a one-step advancement from one school year to the next.
3. Advancement on the salary schedule will be permitted on a quarterly basis. That is, salary schedule advancement will be effective July 1, October 1, January 1 or April 1 of each year following submission of the required supporting documentation.
4. Head teachers shall have a 4.4% of Class IV, Step 13, added to their regular placement on the salary schedule. (Reference: JCCS Program Manual)
5. An additional stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 15, 18, 21, and 24 years of service for those on Class III, IV, V and VI provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent evaluation (i.e., no unit member will lose a stipend which he/she has already been receiving).
6. An additional stipend based upon 2.8% of Class IV, Step 13 shall be paid as an isolated site stipend for unit members assigned to remote sites as designated by the Office of Education. (Reference: JCCS Program Manual)
7. An additional stipend based upon 1.5% of Class IV, Step 13 shall be paid unit members beginning July 1 following the date upon which the unit member is awarded a Ph.D. or Ed.D. degree from an institution accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.
8. An additional stipend based upon 1.5% of Class IV, Step 13 shall be paid unit members beginning July 1 following the date upon which the unit member is awarded any one of the following credentials or certificates:
 - a. Bilingual Cross-Cultural, Language and Academic Development Certificate
 - b. Bilingual Certificate of Assessment Competence
 - c. Specialist, Cross-Cultural Instruction Credential

- d. Multiple-Subject or Single-Subject Credential with bilingual emphasis
- e. Any other credential or certificate issued by the California Commission on Teacher Credentialing determined by the County Office of Education, in its sole discretion, to be the equivalent of one of the above.

**PRESCHOOL TEACHERS COMPENSATION PLAN
2005-2006**

Effective 7-1-05

Salary is Based on 184 Days

Step	Class I	Class II	Class III	Class IV	Class V
1	15.33	15.68	16.02	16.40	16.77
2	15.72	16.06	16.43	16.81	17.17
3	16.11	16.48	16.84	17.22	17.61
4	16.51	16.88	17.26	17.65	18.05
5	16.93	17.31	17.69	18.09	18.51
6	17.36	17.73	18.14	18.55	18.96
7	17.78	18.18	18.59	19.01	19.44
8	18.23	18.63	19.06	19.48	19.92
9	-	19.10	19.53	19.97	20.42
10	-	19.58	20.02	20.47	20.93
11	-	-	20.52	20.98	21.45
12	-	-	21.02	21.50	21.99
13	-	-	21.56	22.05	22.54

PLACEMENT ON THE SALARY SCHEDULE

Step Placement:

Unit members beginning the first year of teaching with the Office of Education shall have their experience evaluated by Human Resources to determine proper step placement. One step for each year of full-time related experience as determined by the SDCOE to a maximum of seven (7) steps will be granted.

Class Placement:

Unit member shall also have their college transcripts evaluated by Human Resources to determine proper class placement. Class placement shall be determined as follows:

- Class I: 24 semester units in Early Childhood Education/Child Development
- Class II: AA degree in Early Childhood Education/Child Development
- Class III: AA degree in Early Childhood Education/Child Development + 30 additional semester units earned after receipt of the AA
- Class IV: BA degree (including 24 ECE/CD units)
- Class V: BA degree (including 24 ECE/CD units) + 15 additional semester units earned after receipt of the BA

For salary purposes, all college credit or degrees must be earned at institutions accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.

ADVANCEMENTS ON THE SALARY SCHEDULE

1. Unit members must have rendered paid service for 75% or more of the number of days (184) in the regular school year to be eligible to advance one vertical step on the schedule. Education Code Section 44908 requires 75% service in a given school year to earn a year of probationary status for

advancement toward tenure. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.

2. Unit members shall be limited to a one-step advancement from one school year to the next.
3. Advancement on the salary schedule will be permitted on a quarterly basis. That is, salary schedule advancement will be effective July 1, October 1, January 1 or April 1 of each year following submission of the required supporting documentation.
5. An additional stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 15, 18, 21, and 24 years of service for those on Class III, IV, V and VI provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent evaluation (i.e., no unit member will lose a stipend which he/she has already been receiving).

UNIT MEMBER EVALUATION PROGRAM STANDARDS AND FORMS

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE:

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	
How do unit members:	
1-1	Help students connect previously acquired knowledge with new material?
1-2	Help students connect classroom instruction to his/her own experience and cultural heritage?
1-3	Facilitate autonomy, group interaction, and choice in learning?
1-4	Engage students in critical thinking and problem solving?
1-5	Assist students in directing and reflecting upon their own learning?

STANDARD TWO:

CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	
How do unit members:	
2-1	Create a physical environment that engages all students?
2-2	Establish a climate that promotes fairness and respect?
2-3	Promote social development and group responsibility?
2-4	Establish and maintain student behavior standards that are consistent with adopted standards?
2-5	Plan and implement classroom procedures and routines that support student learning?
2-6	Use instructional time most effectively?

STANDARD THREE:

UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	
How do unit members:	
3-1	Demonstrate knowledge of subject matter and student development?
3-2	Organize the curriculum to ensure student understanding?
3-3	Interrelate ideas and information across and within subject areas?
3-4	Develop student understanding through appropriate instructional strategies?
3-5	Use materials, resources, and technologies to make subject matter accessible to students?

STANDARD FOUR:

PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	
How do unit members:	
4-1	Draw on and value students' backgrounds, interests and developmental learning needs?
4-2	Establish and articulate goals for student learning?
4-3	Develop and sequence instructional activities and materials for student learning?
4-4	Design short-term and long-term plans to foster student learning?
4-5	Modify instructional plans to adjust for student needs and respond to ongoing assessments?
4-6	Plan instruction around the adopted content standards and frameworks?

STANDARD FIVE:

ASSESSING STUDENT LEARNING	
How do unit members:	
5-1	Establish and communicate learning goals for all students?
5-2	Collect and use multiple sources of information to assess and design student learning?
5-3	Involve and guide all students in assessing their own learning?
5-4	Use the results of assessments to guide instruction?
5-5	Communicate with students, families and other stakeholders about student progress?
5-6	Show evidence of student progress toward meeting grade level standards?

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR	
How do unit members:	
6-1	Reflect on teaching practice and plan professional development?
6-2	Establish professional goals and pursue opportunities to grow professionally?
6-3	Work with communities to improve professional practice?
6-4	Work with families to positively influence student achievement?
6-5	Work with colleagues and administrators to improve teaching and learning?

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
(cont'd)

STANDARD SEVEN:

**FULFILLING PROFESSIONAL
RESPONSIBILITIES**

How do unit members:

- 7-1 Establish and maintain effective relationships with those contacted in the course of work?
- 7.2 Comply with established rules, regulations, policies, contracts and laws?
- 7.3 Fulfill assigned duties?

SDCOE STANDARDS FOR THE PROFESSIONAL SCHOOL COUNSELOR

STANDARD ONE:

PROGRAM MANAGEMENT	
	How do unit members:
1.1	Use a planning process to define needs, priorities, and program objectives.
1.2	Implement a comprehensive program.
1.3	Evaluate the effectiveness of individual activities and the overall program in meeting desired student outcomes.
1.4	Educate the school staff, parents and the community about the guidance program through public information activities.
1.5	Discuss the qualities of the counselor management system with other members of the counseling staff and has agreement.
1.6	Discuss the program results that will be obtained on the counselor action plan for the school year.
1.7	Analyze his/her time spent in each of the four components of the JCCS Counseling Program: Foundation, Management System, Delivery System, and Accountability to achieve a healthy balance.

STANDARD TWO:

GUIDANCE	
	How do unit members:
2.1	Teach developmental guidance curriculum units effectively.
2.2	Develop and implement a plan to maximize student academic ability and achievement, personal, social and career development.
2.3	Assist teachers in the teaching of guidance related curriculum.
2.4	Seek co-curricular and community experiences to enhance the school experience.
2.5	Encourage staff involvement to ensure the effective implementation of the guidance curriculum.
2.6	Guide individuals and groups of students through the development of educational plans and career awareness.
2.7	Implement the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career paths.
2.8	Assist students to develop skills to locate, evaluate and interpret educational career information.
2.9	Assist students with awareness of personal abilities, skills, interests and motivations.
2.10	Assist students to acquire employability skills such as working on a team, problem-solving, and organizational skills.
2.11	Demonstrate to students how interests, abilities and achievement relate to achieving personal, social, educational and career goals.

STANDARD THREE:

COUNSELING	
	How do unit members:
3.1	Counsel individual students with presenting needs/concerns: -Provide counseling systematically. -Respond to students individually.
3.2	Counsel small groups of students with presenting needs/concerns.
3.3	Implement an effective referral process with administrators, teachers, other school personnel and community agencies.
3.4	Use a decision-making and problem-solving model appropriate to his/her own assignment.
3.5	Implement monitoring activities appropriate to his/her own assignment.
3.6	Select appropriate interventions based on presenting needs/concerns.
3.7	Use accepted theories and techniques appropriate to school counseling.

STANDARD FOUR:

CONSULTATION AND COLLABORATION	
	How do unit members:
4.1	Provide professional expertise when working with peers.
4.2	Interpret information and ideas effectively.
4.3	Advocate for students.
4.4	Work with guidance team to ensure smooth transition to district of residence.
4.5	Provide a comprehensive guidance program in collaboration with school staff.
4.6	Provide support for other school programs.

SDCOE STANDARDS FOR THE PROFESSIONAL SCHOOL COUNSELOR
(cont'd)

STANDARD FIVE:

COORDINATION	
How do unit members:	
5.1	Maintain a communication system that effectively collects and disseminates information about students to other professionals, as appropriate.

STANDARD SIX:

PROGRAM ASSESSMENT	
How do unit members:	
6.1	Work with members of the guidance team and the principal to formulate the desired results.
6.2	Collect and process formative and summative program data.
6.3	Share the results of the program evaluation data with appropriate personnel of the guidance team.
6.4	Use the program evaluation data to make changes in the counseling program, as appropriate.

STANDARD SEVEN:

STUDENT ASSESSMENT	
How do unit members:	
7.1	Participate in the planning and evaluation of the standardized testing program.
7.2	Use school data to make decisions regarding student choice of classes and special programs.
7.3	Interpret test and other selected appraisal results to school personnel, students and parents.
7.4	Use multiple assessment tools for the purpose of educational planning.
7.5	Maintain the confidentiality of student assessment.

STANDARD EIGHT

PROFESSIONAL RESPONSIBILITIES	
How do unit members:	
8.1	Promote the academic success of every student.
8.2	Promote equity and access for every student by demonstrating a commitment to high expectations and social justice.
8.3	Take a leadership role within the counseling department, the school setting and the educational community.
8.4	Understand reform issues and work to close the achievement gap.
8.5	Collaborate with teachers, parents and the community to promote academic success of students.
8.6	Establish and maintain effective relationships with those contacted in the course of work.
8.7	Comply with established rules, regulations, policies, contracts and laws.
8.8	Fulfill assigned duties.

Teacher Annual Planning & Goals Form

Unit Member: _____ Date: _____

Program/Site: _____

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Content Standards, and the SDCOE Enhanced California Standards (I-VI) for the Teaching Profession, please identify three goals for the coming year.

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

APPENDIX "B"
Counselor
Annual Planning & Goals Form

Unit Member:

Date:

Program/Site:

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Content Standards, and the SDCOE Enhanced California Standards (I-VI) for the Teaching Profession, please identify three goals for the coming year.

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

PRE-OBSERVATION CONFERENCE FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: student situations, developmental processes, etc.
2. What are your objectives for this lesson?
3. What do you want students to learn or to do by the end of this lesson/unit?
4. How did you determine that this is what these students need to learn?
5. How will you assess student learning? How will you know students have achieved the outcomes you intended?
6. What activities will your students be doing?
7. How does this lesson relate to:
 - (a) Applicable curriculum standards?
 - (b) Instruction that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
8. On which standard(s) would you like me to focus? Why?

Comments:

APPENDIX "B"
COUNSELOR
PRE-OBSERVATION CONFERENCE FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson/Activity: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning/counseling environment that the observer needs to know in advance: student situations, developmental processes, etc.
2. What are your objectives for this lesson/activity?
3. What do you want students/staff/parents to learn or to do in this lesson/unit/activity?
4. How did you determine that this is what these students need to learn?
5. How will you assess student learning? How will you know students have achieved the outcomes you intended?
6. What activities will your students be doing?
7. How does this lesson/activity relate to:
 - (a) Applicable curriculum/guidance standards?
 - (b) Instruction that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
9. On which standard(s) would you like me to focus? Why?

Comments:

APPENDIX "B"
TEACHER EVALUATION

PRE-OBSERVATION CONFERENCE FORM

HOPE Infant Program
August 2002

Unit Member: _____ **Date:** _____

Program/Site: _____ **Time Period:** _____

Type of Visit: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: child/family situations, developmental processes, etc.
2. What are your objectives for this session?
3. What do you want the child/family to learn to do?
4. How did you determine that this is what the child/family needs to learn?
5. How will you assess learning? How will you know the outcomes you intended are achieved?
6. What activities will the child/family be doing?
7. How does this visit relate to:
 - (a) Applicable curriculum standards?
 - (b) Intervention that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
8. On which standard(s) would you like me to focus? Why?

Comments:

CLASSROOM/EDUCATIONAL OBSERVATION FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

EVIDENCE OF STANDARDS DURING OBSERVATION:

(Note SDCOE ENHANCED CSTP & California Content Standards or the SDCOE Standards for the Professional Counselor addressed and observed evidence of implementation)

APPENDIX "B"
POST-OBSERVATION CONFERENCE FORM
(OPTIONAL)

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

POST-OBSERVATION CONFERENCE QUESTIONS:

1. What were the strengths of this lesson. If you had concerns, what were they? (Please consider the SDCOE Enhanced California Standards for the Teaching Profession or the SDCOE Standards for the Professional Counselor you focused on, as well as the California Content Standard or Guidance Expectation you identified for student outcomes.)

Strengths:

Concerns:

2. How will you adapt future instruction based on your assessment of student learning?

3. What peer or administrative support would help you continue your growth as an educational professional?

APPENDIX "B"
SUMMARY EVALUATION OF PERFORMANCE

Unit Member: _____ Date: _____

Program/Site: _____ Track I _____

Grade(s)/Subject/Lesson: _____ Track II _____

Period Covered by this Evaluation _____

Dates of Conferences _____

Dates of Observations _____

Status of Unit member: Emergency Permit/Waiver Probationary 1 Probationary 2 Permanent

Rating Definitions

1. Meets Standards
2. Unsatisfactory - Does not meet Standards
3. Not observed

NOT ALL ELEMENTS MUST BE EVALUATED – THOSE NOT OBSERVED SHOULD BE NOTED	12/15				3/15		
STANDARD I – Engaging and Supporting All Students in Learning	1	2	3		1	2	3
1.1 Connect students' prior knowledge, life experience, and interests with learning goals							
1.2 Use a variety of instructional strategies and resources to respond to students' diverse needs							
1.3 Facilitate learning experiences that promote autonomy, interaction, and choice							
1.4 Engage students in problem solving, critical thinking, and other activities that make subject matter meaningful							
1.5 Promote self-directed, reflective learning for all students							
STANDARD II – Creating and Maintaining Effective Environments for Student Learning	1	2	3		1	2	3
2.1 Create a physical environment that engages all students							
2.2 Establish a climate that promotes fairness and respect							
2.3 Promote social development and group responsibility							
2.4 Establish and maintain standards for student behavior							
2.5 Plan and implement classroom procedures and routines that support student learning							
2.6 Use instructional time effectively							
STANDARD III - Understanding & Organizing Subject Matter for Student Learning	1	2	3		1	2	3
3.1 Demonstrate knowledge of subject matter content and student development							
3.2 Organize curriculum to support student understanding of subject matter							
3.3 Interrelate ideas and information within and across subject matter areas							
3.4 Develop student understanding through instructional strategies that are appropriate to the subject matter							
3.5 Use materials, resources and technologies to make subject matter accessible to students							
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students	1	2	3		1	2	3
4.1 Draw on and value students' backgrounds, interests, and developmental learning needs							
4.2 Establish and articulate goals for student learning							
4.3 Develop and sequence instruction, activities, and materials for student learning							
4.4 Design short-term and long-term plans to foster student learning							
4.5 Modify instructional plans to adjust for student needs and respond to ongoing assessments							
4.6 Plan instruction around the adopted content standards and frameworks							

APPENDIX "B"

	12/15			3/1-5/1		
STANDARD V - Assessing Student Learning	1	2	3	1	2	3
5.1 Establish and communicate learning goals for all students						
5.2 Collect and use multiple sources of information to assess student learning						
5.3 Involve and guide students in assessing their own learning						
5.4 Use results of assessments to guide instruction						
5.5 Communicate with students, families, and other audiences about student progress						
5.6 Show evidence of student progress toward meeting grade level standards and established goals or outcomes						
STANDARD VI - Developing as a Professional Educator	1	2	3	1	2	3
6.1 Reflect on teaching practice and plan professional development						
6.2 Establish professional goals and pursue opportunities to grow professionally						
6.3 Work with communities to enhance professional practice						
6.4 Work with families to enhance professional practice						
6.5 Work with colleagues and administrators to enhance professional practice						
STANDARD VII – Fulfilling Professional Responsibilities	1	2	3	1	2	3
7.1 Establishes and maintains effective relationships with those contacted in the course of work						
7.2 Complies with established rules, regulations, policies, contracts and laws						
7.3 Fulfills assigned duties						

NARRATIVE COMMENTS: (attach additional sheets)

Instructions (narrative comments)

1. Commendations and recommendations must include those relative to the Standards (SDCOE ENHANCED CSTP & California Content Standards).
2. Comments pertaining to attainment of goals established during annual Planning and Goals Conference.
3. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

- Meets Standards
- Unsatisfactory – PAR Referral –Rating based upon deficiency(ies) related to Standards I –VI.
- Unsatisfactory – No PAR Referral – Rating based upon deficiency(ies) related to Standard VII only.

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file. You also have the right to request a second evaluation which you must do within three (3) working days after receipt of the summary evaluation form.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

I request a second evaluation.

Evaluator

Date

Unit Member

Date

Evaluator

Date

Unit Member

Date

Program Director

Date

APPENDIX "B"

Summary Evaluation of Counselor Performance

The school counselor performance appraisal form contains basic standards of practice expected from school counselors. These performance standards not only function as the basis of counselor evaluation but also serve as guides for self-evaluation. This form shall be used by the principal as the summary evaluation of counselor performance.

Unit Member: _____ **Date:** _____

Program Site: _____ **Period Covered:** _____

Dates of Conferences _____

Status of Unit member: Probationary 1 Probationary 2
 Permanent

Rating Definitions

1. **Meets Standards**
2. **Unsatisfactory – Does not meet Standards**
3. **Not observed**

	12/15				3/15		
	1	2	3		1	2	3
Standard 1: Program Management - The professional school counselor plans, organizes and delivers the Juvenile Court and Community Schools (JCCS) Guidance Program.							
1.1							
1.2							
1.3							
1.4							
1.5							
1.6							
1.7							
1.8							
Standard 2: Guidance – The professional school counselor implements guidance curricula through the use of effective instructional skills and careful planning of structured sessions for all students.							
2.1							
2.2							
2.3							
2.4							
2.5							
2.6							
2.7							
2.8							
2.9							
2.10							
2.11							
Standard 3: - Counseling - The professional school counselor implements the responsive services component through the effective use of individual and small-group counseling, consultation and referral skills and monitors the students on a regular basis as they progress in school.							
3.1							
3.2							
3.3							
3.4							
3.5							
3.6							
3.7							

APPENDIX "B"

Standard 4: - Consultation and Collaboration - The professional school counselor consults effectively with parents, teachers, administrators and other relevant individuals to enhance their work with students.	1	2	3		1	2	3
4.1 Provide professional expertise when working with peers.							
4.2 Interpret information and ideas effectively.							
4.3 Advocate for students.							
4.4 Work with guidance team to ensure smooth transition to district of residence.							
4.5 Provide a comprehensive guidance program in collaboration with school staff.							
4.6 Provide support for other school programs.							
Standard 5: - Coordination – Coordinates with school and community personnel to bring together resources for students.	1	2	3		1	2	3
5.1 Maintain a communication system that effectively collects and disseminates information about students to other professionals, as appropriate.							
Standard 6: - Program Assessment – The professional school counselor knows how to use data as a guide to program direction and emphasis.	1	2	3		1	2	3
6.1 Work with members of the guidance team and the principal to formulate the desired results.							
6.2 Collect and process formative and summative program data.							
6.3 Share the results of the program evaluation data with appropriate personnel of the guidance team.							
6.4 Use the program evaluation data to make changes in the counseling program, as appropriate.							
Standard 7: - Student Assessment – Interprets test and other appraisal results appropriately.	1	2	3		1	2	3
7.1 Participate in the planning and evaluation of the standardized testing program.							
7.2 Use school data to make decisions regarding student choice of classes and special programs.							
7.3 Interpret test and other selected appraisal results to school personnel, students and parents.							
7.4 Use multiple assessment tools for the purpose of educational planning.							
7.5 Maintain the confidentiality of student assessment.							
Standard 8: - Fulfilling Professional Responsibilities – The professional school counselor is a student advocate, leader, collaborator and a systems change agent.	1	2	3		1	2	3
6.1 Promote the academic success of every student.							
6.2 Promote equity and access for every student by demonstrating a commitment to high expectations and social justice.							
6.3 Take a leadership role within the counseling department, the school setting and the educational community.							
6.4 Understand reform issues and work to close the achievement gap.							
6.5 Collaborate with teachers, parents and the community to promote academic success of students.							
6.6 Establish and maintain effective relationships with those contacted in the course of work.							
6.7 Comply with established rules, regulations, policies, contracts and laws.							
6.8 Fulfill assigned duties.							

Narrative Comments: (attach additional sheets)

Instructions (narrative comments)

1. Commendations and recommendations must include those relative to the SDCOE Standards for the Professional Counselor).
2. Comments should pertain to attainment of goals established during annual Planning and Goals Conference.
3. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

- Meets Standards
- Unsatisfactory

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file. You also have the right to request a second evaluation which you must do within three (3) working days after receipt of the summary evaluation form.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

- I request a second evaluation.

_____ Evaluator	_____ Date	_____ Unit Member	_____ Date
_____ Evaluator	_____ Date	_____ Unit Member	_____ Date

APPENDIX "B"

Program Director

Date

APPENDIX "C"
DOMESTIC PARTNER

§297. Requirements for Domestic Partnership.

(a) Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring.

(b) A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership with the Secretary of State pursuant to this division, and, at the time of filing, all of the following requirements are met:

(1) Both persons have a common residence.

(2) Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

(3) The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

(4) Both persons are at least 18 years of age.

(5) Either of the following:

(A) Both persons are members of the same sex.

(B) One or both of the persons meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals. Notwithstanding any other provision of this section, persons of opposite sexes may not constitute a domestic partnership unless one or both of the persons are over the age of 62.

(6) Both persons are capable of consenting to the domestic partnership.

(c) "Have a common residence" means that both domestic partners share the same residence. It is not necessary that the legal right to possess the common residence be in both of their names. Two

people have a common residence even if one or both have additional residences. Domestic partners do not cease to have a common residence if one leaves the common residence but intends to return.