

MASTER CONTRACT

between

SOLANO COUNTY OFFICE OF EDUCATION/
SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

and

SOLANO COUNTY EDUCATION ASSOCIATION
July 1, 2022 – June 30, 2025

AGREEMENT
SOLANO COUNTY EDUCATION ASSOCIATION CTA/NEA

This Agreement shall remain in full force from **July 1, 2022, through June 30, 2025**.
In the interest of continuing the collaborative process and to promote the highest quality collective bargaining agreements, either Solano County Education Association, or the Solano County Office of Education may request discussions on any issue at any time with the understanding that contract language may be changed only by mutual agreement.


The articles and provisions contained herein constitute an Agreement by and between the Solano County Superintendent of Schools hereinafter referred to as County Office, and the Solano County Education Association CTA/NEA, hereinafter referred to as Association.

Changes and additions have been made to the following article(s):

1. **Article 6.1. Salary**
2. **Article 6.2.11 Longevity**
3. **Article 6.2.12 CTE**
4. **Article 6.2.13 Stipend**

IN WITNESS WHEREOF, the Solano County Superintendent of Schools and the Solano County Education Association CTA/NEA enter into this Agreement.

SOLANO COUNTY SUPERINTENDENT OF SCHOOLS

By  _____
Solano County Superintendent of Schools

Digitally signed by Lisette
Estrella-Henderson
Date: 2023.08.28
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SOLANO COUNTY EDUCATION ASSOCIATION CTA/NEA

By **Colleen Van Nes - Fahey** _____
Representative of Solano County
Education Association CTA/NEA

Digitally signed by
Colleen Van Nes - Fahey
Date: 2023.08.25
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RATIFIED

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ARTICLE 1 RECOGNITION

The Board/Superintendent recognize the Association as exclusive representative of all certificated employees except day-to-day and long-term substitutes, temporary employees who have served less than 75% of the school days in session, management, confidential, and supervisory employees for the purpose of meeting and negotiating. "Unit Member" refers to any employee who is included in the appropriate unit as defined above and therefore covered by the terms and provisions of this Agreement. Temporary employees, who have served at least 75% of the days school is in session, are covered by this Agreement in: Recognition, Statutory Changes, Grievance, Membership, Hours of Employment, Leaves of Absence, Safety, Class Size, Salary and Benefits, Extended School Year, No Strike/No Lockout, and Savings.

ARTICLE 2
STATUTORY CHANGES

Improvements in unit member benefits that are brought about by the amendment or addition of statutory guarantees now provided in California or federal law shall be incorporated into this Agreement.

ARTICLE 3
SAVINGS CLAUSE

- 3.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- 3.2 It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

ARTICLE 4
NO STRIKE/NO LOCKOUT

- 4.1 During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in or instigate any strike, work stoppage, or any concerted refusal to perform contractual work duties as required by this Agreement.
- 4.2 During the term of this Agreement, the County Office, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of bargaining unit members covered by this Agreement.
- 4.3 The provisions of 4.1 and 4.2 shall be suspended upon the completion of fact finding during any negotiations pursuant to this Agreement.

ARTICLE 5 SAFETY

- 5.1 It is understood and agreed that the principal objective is to maintain and improve safe working conditions for unit members. Safe working conditions shall be a priority.
- 5.2 It is understood that when a unit member reports in writing a potentially unsafe condition, which may include but is not limited to adult supervision of students, both management and the Association will meet within five (5) working days of the reported unsafe condition to develop procedures for alleviating the reported unsafe condition.
- 5.3 All unit members shall work with the administrator to maintain safe and sanitary conditions in their teaching or work area of responsibility.
- 5.4 Safe working conditions are to include adequate space for pupils and staff to work and move about easily.
- 5.5 All unit members shall have access to work areas that are structurally sound, safely heated, ventilated and illuminated, and free from unacceptable noise levels. Access to adult bathrooms will be made available.
- 5.6 Enclosed and secured storage space will be available to each unit member sufficient to store personal belongings, instructional materials, files and other objects (including medication) that may be harmful if allowed in the hands of students.
- 5.7 Upon request, unit member on integrated school sites will have a **functioning telephone, or radio (a communication tool for emergency purposes)** in their classroom.
- 5.8 Unit members shall immediately report cases of assault and/or battery suffered by them in connection with their employment to the administrator or designee who shall immediately take appropriate action. Upon notification, administrator will acknowledge in writing receipt of the report. The Superintendent's office shall act as liaison between the teacher and other community agencies.
- 5.9 The Superintendent's office will provide for the reimbursement of any unit member for the loss, destruction, or damage by arson, burglary, or vandalism of personal property when written approval for the use of personal property in school was given before property was brought to school and the value agreed upon.
- 5.10 Unit members shall not perform any specialized health care procedures unless given a written directive by their supervisor and after having been adequately trained by personnel qualified under Education Code Section 49423.5. Release time, if necessary, will be provided for this purpose. The employer shall be the responsible insured agent pursuant to Government Code Section 825. SCOE liability insurance applies for employees, individually and collectively, when acting solely within the course and scope of their duties, office, or employment.

5.11 No unit member shall be required to transport students in their personal vehicle.

ARTICLE 6
EMPLOYEE BENEFITS AND SALARIES

6.1 Salary

~~6.1.1 Effective July 1, 2007 a 3% increase will be applied to each step of the 2007-2008 salary schedules I, PY, and PS.~~

~~6.1.2 Effective July 1, 2007 Schedules I, PY and PS
Increase Masters and Doctor stipends to \$1050.00 each
Salary schedules will reflect longevity at the following rate:
1.25% at 15 years
Increase special education stipends to \$800.00 or \$1,600.00
A one time payment shall be distributed to all unit members employed on January 31, 2008, based on a proration of FTE. The total amount to be distributed, including mandatory deductions is \$36,405.67.~~

6.1.31 For the 2012-2013 school year, SCOE agrees to pay a one-time compensation, off the salary schedule, of 3.5% on annualized earnings to include base earned pay, longevity, Master's, Doctorate, Special Education stipends for all SCEA bargaining unit members employed as of April 30, 2013. Bargaining unit members shall receive the one-time compensation in their June 2013 pay.

6.1.42 For the 2013-2014 school year, SCOE agrees to pay a one-time compensation, off the salary schedule, of 2% on annualized earnings to include base earned pay, longevity, Master's, Doctorate, Special Education stipends for all SCEA bargaining unit members employed as of November 1, 2013. This is meant to be an intermediate step in the negotiations process as we continue to bargain compensation for the 2013-2014 year. Bargaining unit members shall receive the one-time compensation in their January 2014 pay.

6.1.53 For the 2013-2014 school year, SCOE and SCEA agree to a 2% across the board salary increase retroactive to July 1, 2013. This salary schedule increase will be in addition to the 2% one-time salary enhancement already agreed to and distributed to SCEA unit members pursuant to the Tentative Agreement signed between the parties on December 3, 2013, attached hereto and incorporated herein as Attachment A. The Parties agree that the total compensation for 2013-2014 will be equivalent to a 4% increase.

6.1.64 For the 2014-2015 school year, SCOE and SCEA agree to a 3% increase on the salary schedule retroactive to July 1, 2014.

6.1.75 For the 2015-2016 school year, SCOE and SCEA agree to a 3% increase on the salary schedule retroactive to July 1, 2015.

- 6.1.86** For the 2016-2017 school year, SCOE and SCEA agree to a 2% increase on the salary schedule retroactive to July 1, 2016.
- 6.1.107** For the 2017-18 school year, SCOE agrees to provide a one-time compensation, off the salary schedule, of 0.5% per employee based on annualized earnings to include base earned pay, longevity, Master’s, Doctorate, and Special Education stipends for all SCEA bargaining unit members.
- 6.1.118** For the 2018-19 school year, SCOE and SCEA agree to a 2% across the board increase on all rates and salary schedules retroactive to July 1, 2018.
- 6.1.129** Effective July 1, 2020, the following salary schedule shall be adopted for all Speech and Language Pathologists, School Nurses, Audiologists, and Psychologists employed by the Solano County Office of Education. Any salary schedule changes negotiated for the 2019-20 school year shall be applied to the schedule, to go into effect July 1, 2020. This is based on a 194 day work year.

RANGE	1
STEP	
1	\$74,745.00
2	\$77,168.00
3	\$79,591.00
4	\$82,014.00
5	\$84,437.00
6	\$86,860.00
7	\$89,283.00
8	\$91,706.00
9	\$94,129.00
10	\$96,552.00

- 6.1.1310** For the 2019-20 school year, SCOE and SCEA agree to a 2.5% across the board increase on all rates and salary schedules retroactive to July 1, 2019.
- 6.1.1411** For the 2020-21 school year, SCOE and SCEA agree to a 1.5% across the board increase on all rates and salary schedules retroactive to July 1, 2020. Also agreed is a one-time \$2,000.00 payment off the salary schedule.
- 6.1.1512** For the 2021-22 school year, Solano County Office of Education (SCOE) and Solano County Education Association CTA/NEA (SCEA) agree to a 3.25% across the board increase on all rates and salary schedules retroactive to July 1, 2021.

6.1.13 For the 2022-2023 school year, Solano County Office of Education (SCOE) and Solano County Education Association CTA/NEA (SCEA) agree to a 6.75% across the board increase on all rates and salary schedules retroactive to July 1, 2022.

6.2 Explanation of Salary Schedules

6.2.1 The Superintendent shall determine the initial salary schedule placement for each certificated employee. All new unit members will be placed by the Superintendent on the salary schedule with credit of up to **twenty (20)** years' experience and full credit for units.

6.2.2 Unit members who work or are on paid leave at least 40% of the work year will be advanced to the next regular step.

6.2.3 Credits shall be in terms of semester units. Quarter units are multiplied by two-thirds (2/3) to determine semester units. CEUs may be substituted for semester units. Fifteen (15) hours of CEU credit will equal one (1) semester unit. Prior approval from the department head is necessary for CEU credit. All CEUs must be earned from institutions of higher learning or professional organizations. The employee must submit documentation for all CEUs. This section is retroactive to July 1, 2001.

6.2.4 Credit will be granted on the salary schedule for: (a.) work taken in residence only and completed after the granting of bachelor's degree; (b.) courses taken after granting bachelor's degree but not in residence if such courses are accepted by colleges or universities toward meeting the requirements of advanced degrees or credentials; (c.) other courses taken after granting of bachelor's degree, with approval of department head, which develop job-related skills; (d.) hours of in-service granted to unit members while in unpaid status as per CEU equivalents.

6.2.5 Unit members may advance only one (1) salary level each year unless a unit member is enrolled in a college or university credentialing program. The unit member can then advance up to two (2) salary levels.

6.2.6 Certificated employees on approved paid or unpaid leave for the purpose of study may earn more than 15 units per year for salary schedule advancement (prior written approval by the ~~department head~~ **Human Resources** is required).

6.2.7 All college units to be taken for salary reclassification are limited to those units approved as being of distinct benefit to this office, as well as to the individual.

College units to be applied for credit on the salary schedule shall have prior written approval by the ~~department head~~ **Human Resources**.

- 6.2.8 Advance Notice of Level Change (Personnel No. 5) on the salary schedule shall be filed with the Solano County Office of Education by April 15 preceding the fiscal year. The salary schedule reclassification is to become effective the beginning of the fiscal year when evidence of success in qualifying is filed with this office by October 15.
- 6.2.9 Additional credit is earned for a master's degree and for an earned doctorate.
- 6.2.10 Certificated staff members shall be compensated at their daily rate of pay for a longer work year assigned by the County Superintendent.
- 6.2.11 Longevity:
- a. **All new members will be placed on the salary schedule by the Associate Superintendent, Human Resources, with credit of up to fourteen (14) years of experience for step placement and longevity and full credit for units to a maximum of 75. Effective 2023-24, the cap on years of service for longevity will be increased to twenty (20). Existing unit members who provide SCOE with verification of having had outside experience will be advanced on the salary schedule so as to reflect that experience. No retroactive payments, as a result of this change, will be made for previous years of employment. ~~Effective July 1, 2004, the Superintendent shall determine longevity credit given for up to 14 years.~~**

Experience standards to include:

 - Certificated public school and/or pediatric
 - Industry teaching **Career Technical Education (CTE) (ROP)**
 - Private school (while credentialed)
 - Classified employment years with SCOE
 - b. Salary schedules I.a., I.b., I.c., and PY will reflect longevity at the following rates, based upon placement on the **certificated** salary schedule, excluding stipends.
 - 1.25% at 15 years
 - 2% additional for 20 years
 - 2% additional for 24 years
 - 2% additional for 30 years
 - 2% additional for 35 years
- 6.2.12 **Special Education Stipend**
~~There are multiple factors (i.e., complexity of IEPs, number of multiple IEP meetings, length of meetings, lack of preparation time during the instructional day, and the severity of disabilities) that have increased the demands placed on unit members working on the teacher's salary schedule~~

~~over the last several years. Unit members assigned to special education full-time and compensated on the teacher's salary schedule I, PY, and PS shall receive an annual stipend. (See certificated salary schedule)~~

~~In addition, for those unit members assigned to special education working in a K to age 22 program that provides direct instruction and do not have preparation time, shall receive the greater stipend. (See salary schedule)~~

All unit members assigned to special education shall be compensated with an annual stipend that will be paid monthly and be based on their full-time equivalent (FTE). (See salary schedule). The stipend amount will continue to adjust at the rate of all future salary adjustments.

6.2.13 Extensive Support Needs (ESN) or equivalent credential, Early Childhood Special Education (ECSE), or a Deaf and Hard of Hearing (DHH) credential stipend:

Unit members who possess an Extensive Support Needs (ESN) or equivalent credential, Early Childhood Special Education (ECSE) credential, or a Deaf and Hard of Hearing (DHH) credential, shall receive an additional stipend based on their full-time equivalent (FTE). (See salary schedule). The stipend will be paid monthly, and the amount will continue to adjust at the rate of all future salary schedule adjustments.

6.2.14 Career Technical Education (CTE) Teacher Placement:

Step placement may be given on the salary schedule up to Step 3 with five years (5) of industry experience, counting as one (1) year and ten years (10) of industry experience counting for two (2) years on the salary schedule. One year of experience is equivalent to 1500 clock hours.

6.3 Benefits

6.3.1 Dental:

SCOE agrees to cover the cost of the Delta Dental premium for the term of the contract. If the rate increases more than 15% in one year, the parties agree to return to negotiate to discuss the economic impact.

Diagnostic & Preventive	100%
Basic	100%
Crowns and Casts	100%
Prosthodontics	50/50
Dental Accident	100%
Adult Orthodontics	75% (max. of \$1,000)
Child Orthodontics	75% (max. of \$1,000)

Any change in plan provider or coverages must be ratified through the collective bargaining process.

6.3.2 Vision:

SCOE agrees to cover the cost of the VSP premium for the term of the contract. If the rate increases more than 15% in one year, the parties agree to return to negotiate to discuss the economic impact.

Any change in plan provider or coverages must be ratified through the collective bargaining process.

6.3.3 Health Medical:

- a. **To be effective on the June 2023 payroll for the July 2023 benefits, the employer agrees to pay up to the following maximum amounts for unit members enrolled in the employer/employee approved health plans:**

Employee only:	\$914.00 maximum
Employee + one	\$989.00 maximum
Employee + two or more	\$1,089.00 maximum

- b. **To be effective on the June 2022 payroll for the July 2022 benefits, the employer agrees to pay up to the following maximum amounts for unit members enrolled in the employer/employee approved health plans:**

Employee only: maximum up to \$857.00
Employee + one: maximum up to \$932.00
Employee + two or more: maximum up to \$1,032.00

- c. To be effective on the June 2021 payroll for the July 2021 benefits, the employer agrees to pay up to the following maximum amounts for unit members enrolled in the employer/employee approved health plans:

Employee only: maximum up to \$815.00
Employee + one: maximum up to \$890.00
Employee + two or more: maximum up to \$990.00

- d. Effective July 1, 2019, the employer agrees to pay up to the following maximum amounts for unit members enrolled in the employer/employee approved health plans:

Employee only: maximum up to \$775.00
Employee + one: maximum up to \$850.00
Employee + two or more: maximum up to \$950.00

- e. On June 1, 2009, if the employee only cap has not reached \$525.00, it will continue to increase based on the Kaiser 5/5 employee only premium to a maximum of \$525.00.
- f. Employees can opt out of health coverage only if the unit member provides proof annually of health coverage during open enrollment of each year.
- g. Employees currently receiving cash in lieu benefits of \$150.00 may continue to do so for the remainder of their employment with SCOE (unless choosing to take medical benefits during an open enrollment period or resigning from SCOE). Once an employee gives up the cash in lieu option, ~~he/she~~ they will not be eligible to go back to this option in the future.
- h. Newly hired employees and employees not currently receiving cash in lieu shall not be eligible for the option of cash in lieu effective July 1, 2004 (these employees will only be eligible for the medical benefits offered by SCOE).

6.3.4 IRS 125 Plan

Beginning June 1, 1999, the Solano County Superintendent of Schools (employer) will provide an IRS 125 Plan.

Hold Harmless Clause: SCOE and SCEA shall be held harmless for errors, omissions, negligence, or illegal actions on the part of individual unit member(s) or third-party administrators.

6.4 Mileage Reimbursement

- 6.4.1 Unit members may claim mileage reimbursement for approved travel relating to use of personal vehicles for Solano County Office of Education business. Such business will be within Solano County and require written approval of the immediate supervisor. In addition, a statement of insurance certification must be on file prior to the issuance of any payments or authorization of claims (see Appendix B). All claims for conference and travel expense outside Solano County involving intrastate and out-of-state travel will follow those established Board/Superintendent policies as adopted. Solano County Office of Education business shall include itinerant unit members' travel from one site to another, home/parent conferences, administrator-approved meetings away from base location, and other travel as approved by the immediate supervisor. Reimbursement will be at the current IRS rate.

6.5 Additional Rates

- 6.5.1 ESY/Summer School/Intersession

Effective June 1, 2016, the ESY/Summer School/Intersession rate shall be increased by 3% to \$210.90 per day based upon a 4.5 hour day for all unit members and retired unit members. This rate shall be at least 20% higher than non-unit member's rate.

Compensation beyond the 4.5 hour day must have prior administrative approval. The ESY/Summer School/Intersession rate shall continue to adjust at the rate of all salary schedule adjustments.

6.5.2 JCCS Flex Schedule

All Juvenile Detention Facility/New Foundations/DUCS unit members will work a 183 day contract of which three (3) are non-student days and 180 are student contact days. These unit members will be required to work the non-student days and the first and last week of each semester in accordance with the Fairfield-Suisun USD secondary calendar. This does not affect a unit member's right to use sick/personal necessity leave within the provisions of the contract.

Juvenile Detention Facility/New Foundations/DUCS unit members who want to work the flex calendar, must submit a SCOE approved flex work calendar to their supervisor before June 30th for approval.

If vacancies still exist, any JCCS unit member who chooses to work extra student contact days consisting of more than 180 days during the regular school year, as defined by the first and last contact days on the Fairfield-Suisun USD secondary calendar, shall be compensated at a rate of \$234.33 per day for working a normal five hour Juvenile Detention Facility/New Foundations day effective July 1, 2016, which is a 3% increase. The DUCS flex rate shall be prorated to reflect a six-hour day. Juvenile Detention Facility/New Foundations/DUCS unit members shall have the first right of refusal for working a full block of time.

The flex rate shall continue to adjust at the rate of all salary schedule adjustments.

If vacancies still exist, SCOE will advertise to an external pool.

6.5.3 Extra Duty Rate

Effective July 1, 2016, the rate for extra duties is \$36.00 per hour.

The Extra Duty rate shall continue to adjust at the rate of all salary schedule adjustments.

The Extra Duty Rate shall be the hourly rate for additional activities performed outside of hours of employment with prior approval that are not typical position

duties. (for example: Committee duties, planning/prepping/designing presentation materials, new teacher workshop prep., professional development, etc.) This does not supersede language in 7.2.1.

6.5.4 Professional Support Options Rates (PAR)

Effective July 1, 2016, the PSO (PAR) rate will be increase from \$1400.00 up to 44 hours to \$2000.00 (\$45.45 hourly) up to 44 hours. Proration will occur for less than 44 hours. The PSO rate will continue to adjust at the rate of all salary schedule adjustments.

- a. Support Providers will be compensated at \$2,000.00 per year for up to 44 hours of work. Support Providers providing less than 44 hours will be compensated based on a proration of work by a percentage of the 44 hours.

e.g.	up to 38.5	\$1,750.00
	up to 33.0	\$1,500.00
	up to 27.5	\$1,250.00
	up to 22.0	\$1,000.00
	up to 16.5	\$ 750.00
	up to 11.0	\$ 500.00
	up to 5.5	\$ 250.00

ARTICLE 7 HOURS OF EMPLOYMENT

7.1 Definitions

7.1.1 "Day" shall mean unit member workday. A unit member workday is any day that the unit member is required to work.

7.2 Purpose

7.2.1 Hours of employment in this Agreement related to performance of those professional competencies that unit members are entrusted to perform under current educational law and professional ethics. Hours will be left to the professional discretion of the unit member with the following agreed upon maximum exceptions:

- a. Required attendance of staff at administrator-initiated staff meetings up to two times monthly for one hour, or one time monthly for two hours. These meetings may be scheduled prior to the time students arrive at school or after the students have left school in the afternoon. Five (5) days posted written notice and agenda must be given prior to required staff meetings. Unit members may add items to the agenda. Staff meetings may include training as part of the meeting.
- b. Required attendance of staff at administrator-initiated Professional Learning Community (PLC) or Curriculum meetings not to exceed once per month. These meetings should not exceed two (2) hours per meeting and may be scheduled after the students have left school in the afternoon. Five (5) days posted written notice and agenda must be given prior to required PLC or Curriculum meeting. Note: A PLC is usually a level-specific meeting (preschool, elementary, secondary, etc.), and may include cross-level groups occasionally, with the purpose of collaboration on student achievement and instructional strategies, teacher support, and working toward removing barriers and achieving student success. Short trainings/instruction on evidence-based practices (as an example) may be included in a PLC. A Curriculum meeting is usually all staff with the purpose to provide general instruction/information and grade level break-out groups with administrators.
- c. Conflicting administrator-scheduled meetings are not the responsibility of the unit member. Should such a conflict arise, the unit member will determine which meetings to attend. For purposes of attendance, each required meeting described in (a.) and (b.) will be considered one-sixth (1/6) of the workday.

- d. On those "days" which are not student instructional days, the unit member may be required to perform other professional activities not to exceed seven (7) hours per day.
- e. Unit members not directly instructing students (i.e., nurses, psychologists, program specialists, itinerant DHH, assistive technology, transition specialist, etc.) will work seven and one-half (7-1/2) hours, exclusive of lunch. With prior approval, unit members may flex their hours when meetings are scheduled in excess of their 7.5 hour day. Hours of employment will be approved by the immediate supervisor.
- f. If necessary, unit members, with prior approval, shall be granted release time from their regular duties to perform tasks related to home interviews or attend IEP meetings. In instances where teachers are released from the classroom during instructional hours, every attempt will be made to provide a substitute. With prior approval, unit members shall be compensated or given compensatory time equal to one-sixth (1/6) of the student-attended session or daily salary for home interviews and IEP meetings beginning after 4:00 p.m. and extending beyond 4:30 p.m.
- g. Unit members shall have at least a thirty (30) minute duty-free lunch. In the event a unit member is unable to schedule a duty-free lunch period, the immediate supervisor will be notified, and the situation will be remedied within five (5) days. Unit members required to work continuously three (3) hours, fifty (50) minutes shall have a fifteen (15) minute duty-free period. In the event the unit member is unable to schedule a duty-free period, the immediate supervisor will be notified, and the situation will be remedied within five (5) days.
- h. In the special education programs, it is expected that unit members will be responsible for students fifteen (15) minutes before and after published bell times. In the event that student arrival/departure is beyond the fifteen (15) minute window, any unit member working in a preschool program that runs at least six hours that day or in a school-age program, will be compensated at the extra duty rate in ten (10) minute increments. In order to be compensated, a unit member must report student early arrival and/or late departure to their supervisor within twenty-four (24) hours in writing with the date, time, and transportation involved. If student is early/late two (2) out of five (5) days, the unit member and the immediate supervisor will discuss the problem and possible options to resolve the problem within five (5) days. If the problem is not resolved within ten (10) days, the unit member may proceed to a Level One grievance (17.3.2). 7.2.1(h.) will be reviewed by January 31, 2008.
- i. In the Juvenile Court and Community School program, student hours of classroom instruction may be up to five (5) hours per day. The process of

modification in the instructional day shall include advisory participation of the Court School Trust Committee and at least thirty (30) days' notification to the unit member(s). Teachers may be required to supervise students up to twenty (20) minutes before/after school hours, not to exceed a total of thirty (30) minutes per day.

- j. In the ROP classes, unit members may work up to thirty-two (32) hours per week to include classroom instruction, internships, and other administrative assigned duties. Split shifts will be mutually agreed upon by the supervisor and the unit member with the approval by the department head. Teachers may be required to supervise students up to fifteen (15) minutes before/after school hours.
- k. Effective July 1, 2016 unit members who are directed by their supervisors or receive prior approval to participate in Parent-Family Engagement Events that occur after their duty day ends will be compensated at the extra duty rate as per Article 6.5.3. Hours will be prorated accordingly. There will be no more than 2 events per year and each event shall not exceed 2 hours.

Parent-Family Engagement Events may include Back-to-School, Open House and Parent Information/Education Night.

- l. Effective July 1, 2019, for the SCOE-operated Preschool Classes, one day per month (or ten days per school year) shall be reserved as a non-student workday for the purpose of collaboration and up to three hours of professional development. These dates will be mutually determined by SCOE and SCEA before the start of each school year and placed on the SCOE calendar. Due to the unique demands of preschool programs, paraprofessionals shall be provided during student and one additional hour beyond student contact time.

7.3 Professional Release Days

- 7.3.1 Each unit member may receive up to three (3) full release days per school year.
- 7.3.2 Release days may be utilized for the purposes of IEP/Triennial preparation/assessments, classroom visitation/observation, and instructional design/consultation. Any other utilization must be approved by the appropriate program administrator.
- 7.3.3 Each special education case manager may request an additional two (2) full release days per year for a total of five (5) days.

7.3.4 Release days must be scheduled at least two (2) weeks in advance, and preferably more, at the discretion of the unit member/case manager with their immediate supervisor's approval. Professional Release Days must be placed in the absence/leave tracking system by the unit member at least two (2) weeks in advance under the code "Professional Release Days."

7.4 Work Year

7.4.1 Work year for unit members who work on the regular school year, including resource staff, will be as contiguous as possible recognizing student legal and local holidays.

7.4.2 In the event that school has to be closed because of some unforeseen emergency, the make-up days will occur at the end of adopted work year. Make-up days during scheduled vacations will only take place after meeting and conferring with the CTA organization.

7.4.3 Prior to August 15 of each school year, management and SCEA will meet to discuss, review, and develop the school calendar. The first day of school will be the day following Labor Day if a calendar has not been developed by August 15. Unit members shall follow the Solano County adopted calendar unless otherwise specified. Total workdays shall not exceed contractual number. At the discretion of the unit member, any calendar conflicts will be resolved by the unit member with immediate supervisor approval.

7.4.4 The 184-day calendar includes the equivalent of one (1) non-student day for professional learning (staff development). This day will be divided into three (3), two (2) hour sessions to occur after the end of the student contact day. For groups up to 25-unit members, three (3) different topics will be offered at two (2) hours/session. For groups over 25-unit members, there will be three (3) different topics offered two (2) times each for two (2) hours/session. Unit members who do not attend all three (3) topics, or a make-up session approved by their administrator, may use leave, or will have the equivalent of 1/3rd day for each topic not attended deducted from their end-of-the-year paycheck. Attendance at a session for each topic will be required of all unit members, on the 184-day calendar. Note: Unit members on an individual work year calendar in excess of 184, may dedicate up to 1 individual calendar workday for the purpose of professional learning as approved by the Program Administrator.

7.4.5 The work year is established through salary schedules I.a., I.b., I.c., and Speech Language Pathologists, School Nurses, Audiologists, and School Psychologists (SNAP).

7.4.6 Calendar

- a. All county programs shall work the student-adopted calendar, including minimum days, of the school/district in which they are located. SCOE will publish calendars with exceptions to districts' calendars, specifying non-workdays for SCEA employees due to any districts' greater work year and non-student days for preschool. The non-workdays will, whenever possible, match the districts' non-student days. Juvenile Court and Community Schools/Special Education/center-based programs/post-secondary shall work full student days with minimum days being mutually agreed upon with the immediate supervisor as per current contract. The total student days for K-12 programs must be 180.
- b. Me Too (Infant/toddler program) unit members will work a 200 day calendar which may include coverage during dates that districts offer ESY. The Me Too unit members shall submit individual calendars to their immediate supervisor for approval by a date determine by the supervisor. The unit members shall be given at minimum two (2) weeks notice before the calendar is required to be submitted. Unit members shall be permitted to calendar at least four (4) consecutive weeks off during summer break.

The work year calendar for Nurses, Speech/Language Pathologists (SLPs), Psychologists, and Assistive Technology/Instructional Technology Student Program Support Specialist will be 194 days. The aforementioned unit members shall submit individual calendars to their immediate supervisor for approval by a date determined by the supervisor. The unit members shall be given at minimum two (2) weeks notice before the calendar is required to be submitted. Unit members shall be permitted to calendar at least four (4) consecutive weeks off during summer break.

For unit members whose services are required during Extended School Year (ESY), a joint collaboration meeting with job-alike unit members shall occur to establish the unit member(s) providing mandatory coverage during student ESY days. If no agreement through collaboration is reached, a rotating schedule will be followed, which could include a rotating annual assignment of ESY days or an annual sharing of the ESY days assignment.

All unit members affected by a work calendar increase to 194 or 200 days will be granted, upon request, leave or unpaid leave for those additional days for 2018-2019 (transitional year) only. The request for unpaid leave for the additional calendar days must be made no later than August 31, 2018, in order for the work year calendar to remain the same as 2017-18 and to avoid potential loss of STRS credit.

ARTICLE 8 CLASS SIZE

- 8.1 Definition: Class Composition refers to Case Load/Class Size
- 8.2 Purpose: To appropriately manage class composition across programs: Special Education, Alternative Education, and Other Contracted Programs
- 8.2.1 By March 1 of each school year, the administrator will discuss class composition with the unit member currently in the program to help formulate manageable class compositions.
- 8.2.2 Guidelines and considerations to formulate or review manageable class compositions include but are not limited to:
- Capacity and design of facilities, including equipment for student services
 - Geography and location of assigned sites
 - Intensity and impact of student behaviors
 - Severity of individual student needs and healthcare needs
 - Diversity of student needs in a single class
 - Time required for positioning, nutrition, specialized healthcare and toileting
 - Number of assigned adults
 - Scheduling multidisciplinary staff services
 - Scheduling students with multi-grade, age, and educational needs, (e.g. Recess, lunch, worksites, academic and social integration, transition activities, home school, sibling school of attendance and home visits.)
 - Impact of intensive curricular, assessment or methodological demands
 - Working with multiple administrators
 - Multiple session IEP's
 - Unanticipated impact on class manageability
 - Impact of on-going training and monitoring staff (i.e. PECS, SPHCS, etc.)
 - Working with interpreters
 - Safety: refer to Article IV
 - Effects of litigation and advocacy
- 8.3 Special Education
- 8.3.1 Special Day Class Teacher or Resource Specialist
Considerations for class composition follow guidelines under 8.2.2

8.4 Designated Instructional Service Providers (DIS) Related Service Providers:

While unique considerations for itinerant staff are listed below, any of the relevant considerations in 8.2.2 may also be included in discussions with itinerants and their supervisor regarding class composition.

- Age levels and number of sites
- Impact of behavior issues
- Pre-referral work not reflected in IEP document load
- Scheduling demands
- Limited team cohesion
- Assessments, types of assessments
- Case management for unduplicated students
- Consult, direct service load
- Differences within the region for base program expectations
- Scheduling given high stakes District Response To Intervention demands
- Substitutes not provided for **DIS Related Service Providers** staff

8.4.1 School Nurse

- Impact of processing students with multiple healthcare needs throughout the year

8.4.2 School Psychologist

- Counseling
- Student crisis management

8.4.3 Instructional Technology, Assistive Technology

- Augmentative and Alternative Communication Cases

8.4.4 **Special Education Home Instruction (ages 3-22)**

- ~~Paraprofessional scheduling outside school hours~~
- **Provide instruction**
- **Case management**

8.4.5 Deaf and Hard of Hearing Itinerant

- Impact of wide range of communication modes
- Retraining issues related to deaf culture

8.4.6 Speech and Language Pathologist

- a. Me Too Infant/Toddler Program
- b. Pre-school – not to exceed 40 students
- c. All other Speech/language load size will not exceed 55 students

8.5 Alternative Education

While unique considerations for alternative education staff are listed below, any of the relevant considerations in 8.2.2 may also be included in discussions with alternative education staff and their supervisor regarding class composition.

8.5.1 Court School

- a. JDF: Maximum enrollment will not exceed 20 students on the roster for a single teacher with no more than 15 students in the classroom at one time.
- b. ~~New Foundations Residential Group Facility~~: Maximum enrollment is 24 students for a single teacher. At 25 students, an extra teacher will be brought in to teach another class.
- c. Community School: Maximum enrollment is 24 students in a class.

8.5.2 Blended Learning:

Definition: Learning facilitated by the effective combination of different modes of delivery, models of teaching and learning styles, and applying them in an interactively meaningful learning environment. This strategy combines online and classroom learning activities and resources that may reduce in class seat time for students in a face-to-face environment.

- 8.5.3 Enrollment will fluctuate throughout the school year. If teacher has concerns about enrollment, the teacher can confer with the administrator to discuss developing a plan for support.

8.6 Other Contracted Educational Programs:

- 8.6.1 Number of students **may be** determined by ~~in-agency contract~~ **any outside agency contract**. (Example: Department of Unaccompanied Children's Services (DUCS) program, Career Technical Education (CTE) Program, Adult Detention Facility, etc.)

8.7 Resolution

- 8.7.1 If at any time during the school year, a unit member has concerns over the class composition, the unit member may initiate the class composition resolution flowchart; (refer to Appendix C).

ARTICLE 9
JOB SHARING

9.1 Definitions

9.1.1 "Job Sharing" shall refer to two (2) unit members sharing one (1) full-time job assignment.

9.2 Submission of Proposal

9.2.1 The Superintendent may grant job sharing work should two (2) full-time, certificated unit members propose to share one (1) regular full-time position. Openings may be available to unit members who have indicated in writing to the Assistant Superintendent, Human Resources and Programs, their desire to job share prior to April 1. It is the unit members' responsibility to submit a proposal (see Appendix A-1) no later than May 1 of the preceding school year to the Superintendent demonstrating how they propose to divide the full-time position into two responsible positions.

9.3 Conditions of Employment

9.3.1 Certificated unit members, at their own option and with the Superintendent's approval, may elect to reduce their work load through job sharing under the following conditions:

- a. The unit members requesting to job share shall have worked a minimum of one (1) year with the Solano County Office of Education and shall have demonstrated satisfactory teaching competency as measured by a satisfactory rating on their evaluations.
- b. The unit members will receive a prorated salary based on the number of days to be employed that is to be paid on a monthly basis for ten (10) or twelve (12) months at the choice of the unit members.
- c. Unit members who work 91 days or more will receive one (1) year's credit for longevity advancement on the salary scale.
- d. Sick leave benefits shall be prorated. Workers' compensation premiums will be paid on the unit members' actual salary.
- e. This program requires a cooperative effort by both partners in the teaching assignment.
- f. Division of fringe benefits (see Appendix A-3) shall be submitted with the job sharing proposal when mutually agreed upon by the job sharing partners. The total shall not exceed the maximum allocation for one full-

time employee and dependents. If the division of health benefits should show excess cost to the office beyond the maximum allocation for a regular employee and dependents, the employees shall meet by June 1 with the Associate Superintendent/Designee to determine the manner of allocation of health benefits. If mutual agreement is not reached by the job sharing partners, the division will be based on proration of time worked.

9.4 Changes in Conditions of Employment

In the event the job sharing partner becomes ill/pregnant/disabled and is placed on leave in excess of twenty (20) days, upon the approval of the Superintendent, the other partner may elect to fill out a form (as shown in Appendix A-2 of this Agreement) and subsequently assume full-time responsibilities during the partner's absence.

9.5 Re-Entry

9.5.1 No requested job sharing assignment shall be valid for longer than the school year for which it is negotiated without full agreement of the Superintendent and the participating unit members unless no full-time vacancy exists.

9.5.2 Once agreement has been reached by the Superintendent and the unit members, the unit members waive full-time status until the end of the school year for which job sharing agreement is negotiated. Requests by the unit members to reinstate full-time status will be dependent on full-time position vacancies. If no vacancies exist, the unit members shall stay in the job sharing assignment until a new full-time vacancy for which the unit members are qualified is created or available.

9.5.3 During the job sharing period should one member request to withdraw from the assignment, the remaining job sharing member will return to full-time status.

ARTICLE 10
PART-TIME EMPLOYMENT

- 10.1 Members of the unit, subject to the approval of the Superintendent, are permitted to work less than full-time.
- 10.2 Unit members who desire to take part in the above shall make their request known in writing to the Associate Superintendent/Designee. The unit member shall submit the request no later than March 1 for the following year. Unit members shall remain on the part-time program but may, at their request, be considered for return to full-time employment at the completion of the school year if a position is available.
- 10.3 Unit members working in such positions shall receive a prorated amount of salary, leave, and health benefits.
- 10.4 Reduced Teacher Service Option
- 10.4.1 The Reduced Teacher Service Option will be implemented for one (1) year during the 2006-2007 school year. No new requests will be accepted for subsequent years.
- 10.4.2 Teachers may apply for the Reduced Teacher Service Option. To qualify for this program, the employee shall have met the requirements of the California Education Code Section 44922 which include:
- a. At least ten (10) years of full-time service in a position requiring certification in the public school system in California which includes grades K-12, community college, or as a teacher in the California state university and college system; the immediate preceding five (5) years shall have been full-time.
 - b. Attained the age of fifty-five (55) prior to the beginning of the school year or term in which the reduction in teaching service begins. It shall be the unit member's responsibility to initiate the request for reduced teaching service.
 - c. Certification of eligibility by the State Teachers' Retirement System, or, if applicable, the Public Employees' Retirement System.
 - d. The unit member shall not have had a break in service during the five (5) years immediately preceding the reduction in workload. For purposes of this subdivision, sabbaticals and other approved leaves of absence (including leaves for military service) shall not constitute a break in service.

- 10.4.3 Requests for a Reduced Teacher Service Option must be made by the unit member to the Superintendent by June 1, 2006. No requests will be accepted after that date. For those unit members who participate in the Reduced Teacher Service Option in the 2006-2007 school year, this language will continue for up to ten (10) years as per Education Code 44922.
- 10.4.4 If SCOE is unable to find a qualified part-time employee to cover the remainder of the unit member's assignment and is using a substitute, the unit member shall cover IEPs and complete lesson plans for a stipend of \$100.00 per day not worked. At .8 that is approximately \$3,600.00 for 36 days of lesson plans and 2 IEPs. For those unit members who participate in the Reduced Teacher Service Option in the 2006-2007 school year, this stipend language will continue for up to ten (10) years as per Education Code 44922. The Association agrees not to legally challenge this stipend language.
- 10.4.5 Reduced service may be on a daily schedule or full-time for at least one-half (1/2) year. The unit member shall be paid the prorata share of the salary they would be earning had they 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 or the County Office makes the payments that would be required if the unit member remained in full-time employment.
- 10.4.6 Reduced teaching service is limited to a period not to exceed ten (10) years, pursuant to California Education Code Sections 44922 (h) and (i).
- 10.4.7 The unit member and employer agree to submit contributions to the State Teachers' Retirement System or, if applicable, the Public Employees' Retirement System, based on the compensation which would be earned for full-time employment.
- 10.4.8 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to these concluding periods will receive retirement credit based on the salary actually paid in that proportion that it relates to the annual salary that would have been paid had the employment continued.
- 10.4.9 Retirement contributions for service not credited because of termination of contract or agreement by resignation, dismissal, or retirement will be returned to the unit member or, in the case of death, to the beneficiary.
- 10.4.10 All rights mandated by law and any additional benefits which may be granted by the County Office to its certificated unit members shall be applicable to any and all such unit members who are on contract for reduced teaching service.

ARTICLE 11
EXTENDED SCHOOL YEAR (ESY)/INTERSESSION

- 11.1 The Solano County Office of Education shall make its request for unit members to work ESY/Intersession by March 15 of the school year.
- 11.2 Unit members wanting to work ESY/Intersession must reply in writing by the date specified on the announcement. Unit members working the regular school year will be given first preference in selection for ESY/Intersession assignments. Unit members will be notified of ESY/Intersession assignments by May 17 of the school year.
- 11.3 It is expected that unit members working ESY/Intersession will be prepared to teach on the first student day. Unit members working the first week or partial week of ESY/Intersession will receive 1.5 hours of paid preparation. Unit members working ESY/Intersession will receive 1 hour of paid preparation for each subsequent week or partial week worked.
- 11.4 Unit members moving from their regular classroom for ESY/Intersession shall have reasonable assistance in doing so. Reasonable assistance may include disassembly, moving, and setting up of equipment and supplies necessary to the continuation of the program. Reasonable assistance may not include duties expected to be performed by a teacher. A written request for this assistance must be made by the unit member to the supervisor during the week prior to the first student day. An exception to the one-week notice period will be made for unit members hired for ESY/Intersession after said notice period. The Solano County Office of Education will make every reasonable effort to have this assistance provided before the students arrive for ESY/Intersession. Prior to the end of ESY/Intersession, the ESY/Intersession teacher will label and organize equipment and supplies to be returned to the regular classroom. The parties understand that unexpected problems may arise which can cause delays (i.e., late access to classrooms from a district). Unit Members working ESY/Intersession who are responsible for packing & unpacking ESY materials outside their duty day are eligible for compensation at the ESY rate with prior approval.
- 11.5 Class size during ESY/Intersession will follow Article 8 – Class Size in the CBA.
- 11.6 Unit members working nineteen (19) days or more will earn one (1) day of sick leave. Unit members working nine (9) to eighteen (18) days earn ½ day of sick leave. Unit members working less than nine (9) days will earn no sick leave. Sick leave earned during ESY/Intersession, if not used, shall be accrued to the regular school year sick leave.
- 11.7 Current salary: see Section 6.5

ARTICLE 12
LEAVES OF ABSENCE

12.1 Definitions

- 12.1.1 "Paid Leave of Absence" means that a unit member shall be entitled to:
- a. Receive wages and all fringe benefits.
 - b. Reinstatement, unless the unit member otherwise agrees, in the position held by them at the time of the granting of the leave of absence. (Ed. Code 44973)
- 12.1.2 "Unpaid Leave of Absence" means that the unit member shall be entitled to the same benefits accorded a unit member on paid leave except wages and fringe benefits.

12.2 Sick Leave

12.2.1 Each unit member shall be entitled to paid sick leave for each year of employment as follows:

<u>Work Days</u>	<u>Sick Days</u>
180-197	10
198-215 194-197	11 10.5
198-215	11
216 and over	12

~~Unit members working a 194 day calendar will earn an additional one half (1/2) day of sick leave per year for a total of 10.5 days of sick leave.~~

~~Unit members working a 200 day calendar will earn an additional one (1) day of sick leave for a total of 11 days of sick leave.~~

- 12.2.2 At or near the beginning of each school year, each unit member shall receive an accounting in writing of the total number of sick days ~~he/she~~ they have accumulated to that time.
- 12.2.3 At the request of the unit member, all reasonable efforts will be made to assign a qualified substitute to cover the class of the absent unit member.

12.2.4 Leaves may be taken in either third(s), half or full day increments. Unit members are expected to report to duty in order to take less than a full day of leave.

0-2.5 hours = .33 of a day

2.51-3.75 hours = .5 of a day

3.76-4.50 hours = .66 of a day

All hours above 4.50 = full day

12.3 Extended Illness Leave

12.3.1 Unit members absent due to extended illness who have exhausted accrued sick leave shall be entitled to extended illness leave for a period of up to five (5) months provided that all paid sick leave benefits have been exhausted. In absences of greater than three (3) consecutive days, the employer may require a doctor's verification of the reason for absence. Up to five (5) months of extended illness leave shall be compensated at the difference between the employee's daily rate of pay and the regular day-to-day substitute rate (differential pay).

12.3.2 For the term of this Agreement, the employer shall establish a fund in the amount of \$5,100.00 annually. This fund shall be used to defray the deduction for substitutes for unit members who have exhausted their accumulated sick leave and are on extended sick leave. This will be used on a first come, first serve basis with every participant allowed to use up to ten (10) days. If at the end of the school year the bank is not depleted and there are members who have lost pay due to differential or leave without pay, the balance of the fund will be proportionately divided among the participants until the balance of the fund is exhausted. If the fund is exhausted prior to the end of the same year, the employer shall not be required to contribute additional funds. If funds remain at the end of the year, they shall be returned to the Solano County Office of Education's general fund.

12.3.3 A unit member who is in Extended Illness Leave (12.3.1) and who will retire at the end of the year, is entitled to up to five (5) months differential pay with the cost incurred by the Solano County Office of Education. This will make the unit member's daily rate of pay whole. In order to claim this leave the employee must retire to a STRS or PERS retirement program by June 30 of the current school year.

12.4 Personal Necessity Leave

12.4.1 Each unit member may use at ~~his/her~~ **their** election unused sick leave days earned during that school year (~~currently 10~~) in the following cases of personal necessity:

- a. Death or illness of a member of the immediate family. An immediate family member is defined as a spouse, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, stepparents, stepchildren, foster children, or any person living in the immediate household of the unit member or any other person of significant personal relationship with the approval of the Superintendent or **his their** designee. This would be in addition to nominal bereavement leave.
- b. Accident involving the person or property of a unit member or the person or the property of a member of the immediate family as defined above of such an emergency nature that the immediate presence of the unit member is required during the workday.
- c. Appearance in court as a litigant or as a witness under an official order.
- d. Two (2) days of personal necessity leave may be used in times of personal emergency. Personal emergency is defined as a compelling emergency that cannot be accomplished during non-duty hours or prohibits the employee from reporting to the assigned job site. Pleasure, recreation, withholding of services, or conducting other business for pay does not constitute a personal emergency. The supervisor may request verification.
- e. Up to two (2) days per year may be used for personal business reasons to be deducted from personal necessity leave without justification. Personal business leave shall not be accrued from year to year.
- f. Religious observance.
- g. Up to five (5) days with prior approval in writing from the Superintendent or designee may be used for significant life events that are planned outside the control of the unit member.

12.5 Bereavement Leave

Each unit member shall be entitled to leave of absence with pay of four (4) days, or five (5) days if travel extends beyond 300 miles or out-of-state, on account of death of any member of the unit member's immediate family. Additional leave for bereavement may be taken as personal necessity leave (Section 12.4).

12.6 Elective Office Leave

12.6.1 **Teachers Unit members** elected to the California Legislature or United States Congress shall be granted leave of absence without pay during their term of elective office.

12.7 Jury Duty Leave

12.7.1 Each unit member shall be excused from duty without loss of pay during service as a juror. The unit member shall pay to the Superintendent the fees received for such service exclusive of meals, parking, and transportation expense.

12.8 Military Leave

12.8.1 Any unit member called to active military service shall, upon return, be placed on the salary schedule and assigned to a position consistent with the provisions outlined in the Military and Veterans Code Section 395 and Education Code Sections 45059 and 44800, **or as outlined in current Education Code.**

12.9 Industrial Accident and Illness Leave

12.9.1 Each unit member absent from duty due to industrial accident or industrial illness shall be entitled to Workers' Compensation Leave for the duration of the disability or sixty (60) working days, whichever is greater. This leave is for each separate occurrence. When an industrial accident or illness overlaps into the following year, the unit member shall be entitled to the balance of unused leave, if any, due for the same illness or injury. Workers' Compensation Leave commences on the first day of absence due to such injury or illness. Payment during Workers' Compensation Leave shall be full salary and fringe benefits.

12.10 Pregnancy Sick Leave

12.10.1 Sick days during the pregnancy shall be covered under regular sick leave.

12.11 Pregnancy Disability Leave

12.11.1 ~~When a unit member is certified by a physician as disabled due to pregnancy, miscarriage, childbirth and recovery therefrom or for complications arising therefrom, she shall be paid in accordance with the section on sick leave and extended illness leave.~~ A unit member may use sick leave if physically disabled and unable to render service to SCOE as a direct result of the pregnancy. Pregnancy Disability Leave is available to unit members who are disabled due to pregnancy, childbirth, or pregnancy-related medical conditions as defined under the Pregnancy Disability Leave law (PDL).

12.11.2 A unit member may take up to four months of pregnancy disability leave. The length of the leave of absence shall be determined by the unit member's healthcare provider. Leave may be taken intermittently. Upon exhaustion of all accumulated leave, the unit member shall receive differential pay. The differential pay shall be the unit member's base pay less the cost of the

substitute or fifty percent (50%) of the unit member's base pay, whichever is greater. The unit member shall continue to receive health and welfare benefits.

- 12.11.3 At any time a member is absent as a result of ~~her~~ **their** physical disability arising out of ~~her~~ **their** pregnancy, the unit member shall provide a doctor's verification of ~~her~~ **their** inability to render service upon request.
- 12.11.4 In order to use sick leave for pregnancy disability, the member must have been actually rendering paid service to SCOE and not on any unpaid leave immediately preceding disability.
- 12.11.5 A unit member returning from pregnancy disability shall return to the assignment previously held within the same school year.

12.12 Parental Leave

- 12.12.1 Parental Leave shall be defined as benefits provided for by section 44977.5 of the California Education Code for absences necessitated by birth of a child of the unit member, or placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member. Unit members hold the right to request parental leave via these provisions.
Pursuant to Education Code section 44977.5, in order to be eligible for Parental Leave, the employee must have worked for SCOE for at least twelve (12) months.
- 12.12.2 A unit member may use up to twelve (12) work weeks of parental leave occasioned by the birth of the unit member's child or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). During this leave the unit member must use all remaining sick leave.
- 12.12.3 Upon exhaustion of accrued sick leave, the unit member shall receive differential pay for the duration of the twelve (12) week period of parental leave. The differential pay shall be the unit member's base pay less the cost of the substitute or fifty percent (50%) of the unit member's base pay, **whichever** is greater. The unit member shall continue to receive health and welfare benefits.
- 12.12.4 For birthing parents, the twelve (12) week parental leave shall commence at the conclusion of (but need not be taken immediately following) any pregnancy disability leave.
- 12.12.5 For non-birthing parents, the twelve (12) week parental leave shall commence on the first day of such leave.
- 12.12.6 A unit member may not be provided more than one twelve (12) week period for parental leave during any twelve (12) month period.

- 12.12.7 Parental leave may be taken intermittently. Leave shall be taken in two (2) week increments at a minimum, except on two (2) occasions during which the unit member may take fewer than two (2) weeks. Additional increments fewer than two (2) weeks may be taken with employer approval.
- 12.12.8 Parental leave must be completed within one year of the birth, adoption, or foster care placement of a child.
- 12.12.9 If a school year concludes before the twelve (12) work week period is exhausted, the unit member may take the balance of their twelve (12) work week period in a subsequent school year, as long as the leave is completed within one year of the birth or placement of the child with the unit member.
- 12.12.10 If both parents are eligible for CFRA leave and are employed by SCOE, twelve (12) weeks of child bonding leave ~~shall be shared between~~ is available to both parents.
- 12.12.11 A unit member returning from parental leave shall return to the assignment previously held.
- 12.12.12 A unit member who wishes to take a personal leave to raise a child in addition to eligible paid parental leave available under Education Code Section 44977.5 and Government Code 12945.2 may be granted such leave without pay for up to one (1) year. In the case of pregnancy, a unit member shall be granted upon request, a leave to begin at any time between the commencement of her pregnancy and three (3) months after the child is born. Scheduling of leaves of less than one (1) semester will be mutually agreed upon by the unit member and the Superintendent or designee. In the case of adoption, the leave will begin when the child is placed in the home. The unit member shall notify the Superintendent or designee in writing of ~~his/her~~ their desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which ~~his/her~~ their leave is to begin.

12.13 Paternity Leave

- 12.13.1 ~~Unit members will be allowed two (2) days of paternity leave with pay to be taken before, during, or after delivery of the child. The unit members will be allowed to take up to four (4) additional days of their sick leave in order to extend this leave to six (6) days.~~ Unit members will be allowed shall be granted two (2) days of paternity parental leave with pay to be taken before, during, or after delivery of the child for which no deduction shall be made from their accrued leave. Additionally, unit members may access parental leave per Article 12.12.

In the case of two unit members employed by SCOE who are sharing twelve weeks of parental leave the unit members will be allowed to take

up to four (4) additional days of their sick leave in order to extend this leave to six (6) days not to be counted toward the twelve weeks being shared.

12.13 Insurance Programs During Unpaid Leave

12.13.1 A unit member shall be entitled to maintain in force all insurance programs in effect at the commencement of the unpaid leave. While on unpaid leave, the unit member will be required to prepay the costs of such insurance premiums prior to the tenth (10th) of each month.

12.14 Leave of Absence with Pay for Study

12.14.1 A unit member who has completed five (5) or more years of continuous service with the Solano County Office of Education is eligible for Leave of Absence with Pay for Study.

12.14.2 Leave of absence with pay may be granted for study, including enrollment in an acceptable college or university, participation in a worthwhile educational project, and/or fieldwork directly related to the applicant's teaching field.

12.14.3 Requests for Leave of Absence with Pay for Study shall be submitted to the Superintendent for evaluation and recommendation.

12.14.4 Compensation shall be one-half (1/2) of the base salary of the unit member, computed on that salary in effect for the year of the leave of absence, for either a full year's leave or a one-semester leave.

12.14.5 In accordance with Education Code 44969, any unit member granted Leave of Absence with Pay for Study must return to the County Office for two (2) years and post a bond or affidavit of sufficient real property to guarantee such return.

12.14.6 Unit members having worked for at least two (2) years for SCOE, may apply for a leave of up to one (1) semester at 20% daily rate of pay for student teaching in a university program, in order to acquire teaching credentials. Unit member must work two (2) additional years after completion for SCOE.

12.15 Professional Leave

12.15.1 Upon application and approval by the immediate supervisor, professional leave shall be granted for the purpose of attending conferences, workshops, institutes, school visitations, and other meetings related to the employee's discipline.

12.15.2 The Superintendent may reimburse the unit member for expenses incurred, i.e., transportation, parking, bridge tolls, lodging, meals, registration, and other fees.

12.15.3 The unit member shall not suffer loss of salary and days shall not be deducted from accumulated sick leave or annual personal leave.

12.16 Professional Leave for Association Business

12.16.1 With five (5) days' advance notification, the Superintendent or designee may grant thirty (30) release days for Association business. The president will be entitled to a maximum of fifteen (15) days per year, with no more than three (3) days per month. Other unit members may be granted up to five (5) days per year. If necessary, the Association may ask for excess days for special circumstances. The Association shall be responsible for the actual cost of substitutes provided.

12.16.2 A unit member serving as a CTA State Council representative will be granted not more than four (4) release days for CTA State Council activities. These days shall not be counted against the total number of release days as stated in 12.17.1. The Association shall be responsible for the actual cost of substitutes provided.

12.17 Unpaid Leave

12.17.1 General Leaves

Upon written request and approval by the Superintendent, a leave of absence without pay or remuneration of any kind shall be granted to a unit member. This type of leave will normally not be granted until the unit member has served five (5) years and will normally not be granted to a unit member to accept other employment. Except under most unusual circumstances, this type of leave will not be extended beyond the close of the current school year.

12.17.2 Voluntary Unpaid Leave

Any full-time unit member who has served at least ten (10) consecutive years of full-time service for the Solano County Office of Education shall be granted, upon request, a one-semester or one-year unpaid leave of absence providing the below conditions occur.

- a. This leave shall not be used if during the previous ten (10) year period any other leave has been granted with the duration of greater than one semester.
- b. Unit members shall not use this leave to teach in a similar position from which the leave was granted.
- c. The leave shall be granted under the following circumstances:

- 1) Unit member must notify the County Office prior to March 1 of the year preceding the requested leave of intent for an unpaid leave.
- 2) If the employer determines that the unit member's position is to be filled, it must be filled by the first Thursday in June prior to the leave being finalized. If this occurs, the unit member will be notified by the first Thursday in June of the acceptance of leave.
- 3) In the event an applicant for a vacancy is found after the first Thursday in June, the unit member will have the opportunity to accept or reject the leave.
- 4) If no applicant is found, the unit member will be required to work.
- 5) Unit member shall notify the employer no less than sixty (60) calendar days prior to the expiration of ~~his/her~~ **their** leave of ~~his/her~~ **their** intent to return.

Unit members who return from this leave shall be granted a position within their credentialed assignment, although it may not be the same assignment held prior to leave.

The granting of applications that are submitted after March 1 will be at the discretion of the Superintendent.

ARTICLE 13
ASSIGNMENTS/TRANSFERS/VACANCIES

13.1 Definitions

13.1.1 Assignment is the administratively designated position of a unit member for the beginning of the school year.

For classroom teachers, the assignment will include job title, program, and site location.

~~For Program Specialists, assignments will include their job title.~~

For Nurses, Psychologists, A.P.E., A.T. and SLP, the assignment will include job title, district(s) and/or centers to be served, and office location.

13.1.2 Transfer is the movement of a unit member after assignments have been made.

13.1.3 For purposes of this article, "Day" shall mean any weekday excluding holidays or periods of holiday observances.

13.1.4 "Department" refers to Special Education, Career Technical Education/ Workforce Development, Juvenile Court and Community Schools, and Special Projects.

13.1.5 "Program" refers to infant, preschool, elementary, middle, high school, transition, post-secondary, adult, or multi-grade.

13.1.6 "Request for Assignment Change" refers to a form that unit members use to request consideration for an assignment change.

13.1.7 "Request for Consideration" refers to a form that unit members use to request consideration for a vacancy.

13.1.8 "Notification Request" refers to a form that unit members use to notify SCOE of an alternative mailing address during the period of June 1 to June 30.

13.1.9 Vacancy is a position that will be filled by a probationary or permanent unit member. Vacancies shall result from transfers, retirements, death, terminations, resignations, and growth.

13.1.10 Voluntary Transfer is a transfer requested by a unit member.

13.1.11 Involuntary Transfer is a transfer not requested by the unit member.

- 13.1.12 Emergency Transfer is a temporary transfer for a maximum of ten (10) days when extenuating circumstances require immediate movement to a different position.

13.2 Procedures for Assignments

- 13.2.1 By April 1 of each year, the Solano County Office of Education will publish a list of all known openings for the next school year. The list of known openings will be posted on the SCOE web site and e-mailed to each unit member along with the Request for Assignment Change form. Openings that become available after the publication of the known opening list and before assignment notification will be posted on the SCOE web site and each unit member will be notified by e-mail.

- 13.2.2 From May 21 of this year to April 21 of the next year, unit members may submit a Request for Assignment Change to the Human Resources Department. The "Request for Assignment Change" form will remain on file until May 20 unless revoked in writing by the unit member. As of May 20, all "Requests for Assignment Change" are considered inactive and are removed from the file

- 13.2.3 Assignments will be set by May 20 for the opening of the following school year. The County Office will make every effort to notify unit members of year-round-school (YRS) assignments by the last workday in April if the County Office has knowledge of programs being on year-round sites.

Upon notification of assignment or transfer to or from a YRS position, if the unit member has a prior non-refundable financial obligation, the following options shall be available:

- a. The unit member can work "in lieu of" days.
- b. The unit member can use accumulated leave, or
- c. The unit member may exchange time with another unit member.

The unit member must notify the County Office, in writing, three (3) days after notification of assignment or transfer to or from YRS of the non-refundable financial obligation.

- 13.2.4 If a unit member did not receive a requested assignment, the unit member may meet with the department head to discuss the reasons for the unit member's non-selection. The unit member may bring up to two (2) representatives.
- 13.2.5 Upon written request, the reason for non-selection will be provided in writing by the department head.

13.3 Procedure for Filling Vacancies

- 13.3.1 Every effort will be made to fill vacancies from within the unit. From the beginning of the school year until June 30 unit members will be notified of vacancies by e-mail and vacancies will be posted on the SCOE website. The posting will include a “Request for Consideration” form for a voluntary transfer to be completed by the unit member. For vacancies occurring from June 1 to June 30, unit members may request notifications to be mailed to them by completing a “Notification Request” form.
- 13.3.2 After June 30th, the County Office may externally advertise and fill any vacancy for the start of the school year.
- 13.3.3 Vacancies will be internally advertised for ten (10) days and may be simultaneously externally advertised. Before interviewing an external applicant, all internal voluntary transfer applicants will be given an opportunity to be interviewed.
- 13.3.4 As soon as a unit member accepts a voluntary transfer the vacancy created by the transferring unit member will be advertised.
- 13.3.5 Criteria for transfer/vacancy: The criteria for considering an employee for transfer to a vacant position may include the following:
- a. Credential
 - b. Education beyond credential requirements
 - c. Experience
 - d. Teaching performance as relates to Article 14, Unit Member Evaluation, of this contract
 - e. Preference of unit member
- 13.3.6 If a unit member did not receive a requested transfer, the unit member may meet with the department head to discuss the reasons for the unit member’s non-selection. The unit member may bring up to two (2) representatives.
- 13.3.7 Upon written request, the reason for non-selection will be provided in writing by the department head.

13.4 Involuntary Transfer Procedures

- 13.4.1 The County Office must follow these procedures:
- a. All unit members requesting a voluntary transfer will be considered.
 - b. The unit member will receive written notification stating the reason for the involuntary transfer at least:

- 1) Twelve (12) days prior to the involuntary transfers during the school year or
- 2) Five (5) non-working week days prior to the involuntary transfer before the first work day of the school year.

13.4.2 A unit member involuntarily transferred may submit a “Request for Consideration” form for a voluntarily transfer within the same school year.

13.5 Emergency Transfer Procedures

A unit member may be transferred for a maximum of ten (10) days when extenuating circumstances require immediate movement to a different position.

13.6 Program Assistance

Unit members who are transferred or administratively reassigned will receive assistance upon written request to their department head. The department head will direct the unit member’s new immediate supervisor to meet with the unit member and cooperatively develop a program of assistance addressing the unit member’s concern(s) to aid in the transition to a new position.

13.6.1 Program assistance for changes in assignment, voluntary transfer, and/or involuntary transfers:

- a. Unit member moving to a similar program: two (2) day at daily rate of pay.
- b. Unit member moving to a new program: two (2) days at daily rate of pay.
- c. Unit member having to pack and unpack at the same site: two (2) day at daily rate of pay.
- d. Unit member having to pack and unpack at a new site location: three (3) days at daily rate of pay.
- e. Extra assistance may be available upon request by the unit member based on the situation.

13.6.2. A unit member receiving an emergency transfer will receive up to two (2) days release time to coordinate the requirements for both positions and one (1) day release time to transition back.

ARTICLE 14
UNIT MEMBER EVALUATIONS

14.1 Purpose Statement

It is understood and agreed that the principal objective is to determine whether or not a unit member meets the established standards of basic competencies. It is further agreed that management will assist all unit members in maintaining basic competencies and improving below standard performance.

14.2 Scope of Observation/Evaluation

14.2.1 The evaluation of a unit member is a compilation of that employee's total effort. The guidelines used to evaluate the unit member are referenced in the:

- a. Performance evaluation standards (Appendix E)
- b. Scheduled and unscheduled observations

A unit member's evaluation shall be based upon the member's performance of instructional and non-instructional duties and the member's responsibilities within the scope of the assignment.

14.3 Procedure for Evaluation

14.3.1 Each probationary unit member will be observed at least twice each year and evaluated at least once each year as specified below. Each tenured unit member will be observed and evaluated at least once every other year as specified below.

14.3.2 In the year of ~~his/her~~ **their** evaluation, the unit member shall meet with ~~his/her~~ **their** evaluator by October 5 to discuss the scope of the evaluation procedure and any special areas of interest of the evaluator.

14.3.3 For probationary unit member:

- a. A first scheduled observation shall take place no later than November 1. No later than two (2) weeks after the observation, a conference shall be held where the evaluator and the unit member will discuss the written observation report.
- b. If as a result of the observation there are areas that are "unsatisfactory" or overall performance is unacceptable, then another meeting shall be held within two (2) weeks where the evaluator and unit member shall develop a written plan for improvement that may include additional scheduled observations.

- c. A second formal scheduled observation shall take place no later than January 31. No later than two (2) weeks after the observation, a conference shall be held where the evaluator and the unit member will discuss the written observation report.
- d. See (b.) above.
- e. In the first year of probationary status, the summary/annual evaluation report shall be completed by May 1 and a conference to discuss the report shall be held by May 15. In the second year of probation, the summary/annual evaluation report shall be completed by February 28 and a conference to discuss the report shall be held by March 7.

14.3.4 For tenured unit member:

- a. A scheduled observation shall take place no later than January 31. No later than two (2) weeks following the observation, a conference shall be held where the evaluator and the unit member will discuss the written report.
- b. See 14.3.3(b.) above.
- c. Tenured unit member's summary evaluation report shall be completed no later than May 1 of the evaluation year and a conference to discuss the evaluation no later than May 15.

14.3.5 At the option of the unit member, an additional observation(s) may be requested for the purpose of demonstrating remedial action taken in response to an unacceptable observation(s) and/or identified deficiencies. The additional observations(s) will be attached to the initial observation(s).

14.3.6 If subsequent remedial action eliminates the cause of the unacceptable observation and/or the identified deficiencies, the observation citing such deficiencies shall not be referred to after a period of three (3) years.

14.3.7 The unit member may choose to have an additional scheduled observation made by the next higher level of supervision, and this written observation shall be attached to the initial observation.

14.3.8 Information concerning a unit member received by the evaluator shall not be used as the basis of an evaluation unless it can be documented through the evaluator's observations, investigations, and/or other measurable means. The unit member shall have the opportunity to attach a written response to this information.

14.3.9 All observation and evaluation reports, either electronically or manually produced, shall be presented in writing to the unit member. The unit member may respond in writing to any part of the observation and/or evaluation, that will then be attached to the report.

14.3.10 The evaluator and the unit member will sign all observation and evaluation reports to indicate that they have been reviewed and discussed. A copy of the evaluation and unit member's response, if any, will go to the unit member and the personnel file. One copy may remain with the evaluator. Additional copies will not be made without the unit member's consent. At the end of the school year, the copy of the evaluation kept by the evaluator shall be destroyed.

14.4 Procedure for Scheduled and Unscheduled Observations

14.4.1 The scheduled observation shall be completed by the assigned evaluator or a credentialed administrator of the Solano County Office of Education.

14.4.2 The scheduled observation shall be arranged by the evaluator and the unit member at least five (5) working days in advance.

14.4.3 The evaluator will enter class on scheduled date and observe unit member [thirty (30) minutes minimum to ninety (90) minutes maximum], noting ~~his/her~~ **their** observations. Unit member or evaluator may extend maximum time to be observed if mutually agreed upon.

14.4.4 Where appropriate, the evaluator will ask unit member to submit a folder on a particular student, selected by the evaluator, indicating:

- a. The individual's objectives as related to ~~his/her~~ **their** individual program.
- b. Evaluations of those objectives.
- c. Modifications to the individual's program as needed.
- d. The unit member has the option to present another folder in addition to the one requested.

14.4.5 In the event the evaluator determines that additional scheduled observations are necessary, the unit member will be informed in writing as to the area(s) to be observed.

14.4.6 Evaluators shall seek at all times not to disrupt the normal teaching/learning process.

14.4.7 Unscheduled observations may occur at times determined by the evaluator without prior notification.

14.5 Grievance of Observation and Evaluation Procedures

14.5.1 The established Grievance Procedure may be utilized for processing any disputes which arise over the above outlined procedures. In the event a dispute arises and such dispute is resolved in favor of the evaluatee, no record of the disputed observation and/or evaluation shall be kept.

14.6 Public Complaints

14.6.1 If a member of the public brings a complaint against a unit member, the supervisor, upon such notification, will inform the employee. If an investigation is required, the unit member will be party to the investigation.

14.6.2 Charges against a unit member brought by a member of the public shall not be utilized for evaluation purposes unless and until the unit member has received a written copy of such charges, has an opportunity to refute such charges, and unless and until such charges have been proven to be in fact true.

14.7 Personnel Files

14.7.1 Personnel files of each unit member shall be maintained in the Human Resources Department.

14.7.2 A unit member shall have the right to examine ~~his/her~~ **their** personnel file and make copies of materials contained therein. Examination of such files shall not occur during unit member's working hours.

14.7.3 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and opportunity to review and comment thereon.

If the unit member chooses to prepare a written response to such material, a copy of such will be dated and initialed and placed in the file. The unit member shall be released from duty for this purpose without salary reduction.

14.7.4 All personnel files shall be kept in confidence and shall be available for inspection only to authorized personnel. Unit member may be accompanied to review ~~his/her~~ **their** personnel file.

14.7.5 Any item placed in the file shall be clearly identifiable as to its source or originator and its date of receipt.

14.7.6 If material has been placed in a unit member's personnel file that, in the opinion of the unit member, is derogatory, the unit member may appeal using the following procedures:

- a. The unit member shall meet informally with the immediate supervisor, indicating the material to be removed and the reason(s).
- b. Upon supervisor and unit member agreement, a written statement of reason(s) will be submitted to the department head for review and consideration within ten (10) working days.
- c. If agreement is not reached, upon unit member request:
 - 1) The supervisor shall prepare a written rationale for submission to department head and the unit member within five (5) working days.
 - 2) After receipt of the written rationale, the unit member may elect to meet with the department head within ten (10) working days to discuss removal of the material from the unit member's file.
- d. With department head agreement, a recommendation will be provided to the Superintendent within ten (10) working days suggesting the removal of such material. Should the department head not support the removal of the material, a response will be provided in writing within five (5) working days and submitted to the unit member and the Superintendent.
- e. The unit member may then appeal to the Superintendent, who shall have the final authority.

14.7.7 If the unit member alleges the material to be included in ~~his/her~~ **their** personnel file is not true, the unit member may directly appeal to the Superintendent who has final authority.

ARTICLE 15
PEER ASSISTANCE AND PEER REVIEW (PAR)

SCEA and SCOE are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. The focus for referred participating teachers (RPTs) is to improve performance to a successful standard. The focus for voluntary participating teachers (VPTs) is to meet and address their individual professional development needs. The focus for unit members entering the profession (ET) is to assist in their successful induction into the field of education.

15.1 Joint Committee (JC)

- 15.1.1 The JC shall consist of seven (7) members, the majority of whom shall be unit members who are chosen to serve by the Association. The Superintendent or designee shall select the three (3) administrative members of the JC.
- 15.1.2 The JC shall establish its own meeting schedule. To take action, at least three (3) unit members and two (2) administrators must be present. Unit members who are members of the JC shall be released from their regular duties to attend meetings without loss of pay or benefits. Work after 3:30 p.m. shall be compensated at the extra duty pay rate.
- 15.1.3 The JC shall be responsible for the following as needed:
 - a. Providing training for the JC members.
 - b. Establishing its own rules of procedure, including the method for the selection of a chairperson. A unit member serving as a chairperson will receive a stipend in accordance with 6.5.4(a.). No rule or procedure adopted by the JC may violate the contract or the Education Code.
 - c. Establishing a procedure for application as a consulting teacher (CT) or support provider (SP).
 - d. Selecting the panel of CTs and SPs and providing their training.
 - e. Assigning CTs or SPs to participating teachers (PTs). The JC will hear only one appeal of CT or SP assignment.
 - f. Sending written notification of participation in the PAR program to the RPT, the CT, and the evaluator.

- g. Determining the number of CTs and SPs in any school year based upon participation in the PAR program, the budget available, and other relevant considerations, such as but not limited to, the projected number of new unit members entering the field of education.
- h. Reviewing the final report prepared by the CTs and making recommendations to the Superintendent regarding the RPT's progress in the PAR program.
- i. Evaluating annually the impact of the PAR program in order to improve the program.
- j. Any budget developed for PAR by the JC must be within the allocated PAR funding from the State. All budgets are approved by the Superintendent and the County Board of Education.

15.1.4 All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, JC members, CTs and SPs may disclose such information only as necessary to administer this article.

15.2 Participating Teachers (PT)

- 15.2.1 An RPT is a unit member with permanent status who receives assistance to improve ~~his/her~~ **their** Evaluation Standards Criteria as per this Agreement (Article 14) as a result of an unsatisfactory evaluation.
- 15.2.2 The JC will assign a consulting teacher to the referred participating teacher. The RPT may appeal the CT assigned by the JC only one time.
- 15.2.3 The RPT has the right to be represented throughout these procedures by the Association representative of ~~his/her~~ **their** choice.
- 15.2.4 A VPT is a unit member who volunteers to participate in the PAR program. The purpose of participation is to support their professional development. The CT shall not participate in a performance review of the voluntary participating teacher (VPT). The VPT may terminate ~~his/her~~ **their** participation in the PAR program at any time.
- 15.2.5 All communication between the CT and a VPT shall be confidential and without the written consent of the VPT, shall not be shared with others, including the site principal, the evaluator, or the JC.

15.2.6 An entering teacher (ET) is a unit member who is identified as needing a support provider (SP) by SCOE to assist in their successful entrance into the field of education. The support needs of the ET are identified by SCOE for the assignment of a SP by the JC. SCOE will bear the cost of the SP. An ET is also eligible to apply for support as a VPT.

15.3 Consulting Teachers (CT) for Referred Participating Teacher (RPT)

15.3.1 A CT is a unit member who provides assistance to a RPT pursuant to the PAR program. The qualifications for the CT shall be set forth in the rules and procedures provided that the following shall constitute minimum qualifications:

- a. A credentialed unit member with permanent status.
- b. Substantial recent experience in classroom instruction or related area.
- c. Shall demonstrate exemplary teaching ability as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

15.3.2 All applications shall be treated with confidentiality. CTs shall be selected by a majority vote of the JC.

15.3.3 A consulting teacher (CT) shall be provided release time as needed. The term of an individual CT shall be up to three (3) years as determined by the Joint Committee (JC). In the event that a CT becomes a County Office administrator, that administrator cannot evaluate any referred participating teacher (RPT) with whom they have provided assistance during the past two (2) years, unless the RPT requests a written waiver of this restriction from the Superintendent or designee.

15.3.4 Functions performed pursuant to this article by bargaining unit members shall not constitute either management or supervisory functions. Consulting teachers (CTs) shall continue all rights of bargaining unit members. In addition to the regular salary, CTs shall receive a stipend. It is expected that each CT will spend up to one hundred (100) hours fulfilling the duties of the position outside of release time. (See section 6.5.4)

15.3.5 CTs (consulting teachers) shall have the responsibility for no more than one (1) RPT (referred participating teacher) per year. Each RPT shall receive no less than thirty (30) hours of assistance per semester from the CT. A CT shall assist an RPT by demonstrating, observing, coaching, conferencing, referring, or by other activities that, in their professional judgment, will assist an RPT.

- 15.3.6 The CT (consulting teacher) shall meet with the RPT (referred participating teacher) and evaluator to discuss the PAR program, to establish mutually agreed upon performance goals, to develop the assistance plan, and to develop a process for determining successful completion of the PAR program.
- 15.3.7 The CT (consulting teacher) shall conduct multiple observations of the RPT (referred participating teacher) during classroom instruction and shall have both pre-observation and post-observation conferences.
- 15.3.8 The CT (consulting teacher) shall monitor the progress of the RPT (referred participating teacher) and shall provide periodic written progress reports to the RPT for discussion and review.
- 15.3.9 The CT (consulting teacher) shall continue to provide assistance to RPT (referred participating teacher) until ~~he/she~~ **they** concludes that the teaching performance of the RPT is satisfactory, or that further assistance from the current CT will not be productive. A copy of the CT's final report shall be submitted to and discussed with RPT to receive ~~his/her~~ **their** input and signature before it is submitted to the JC (Joint Committee). The RPT's signing of the report does not necessarily mean agreement but rather that ~~he/she~~ **they** ~~has~~ **have** received a copy of the report. The CT shall submit a final report to the JC. The RPT shall have the right to submit a written response, within ten (10) working days of receipt, and have it attached to the final report. The RPT shall also have the right to request a meeting with the JC, and to be represented at this meeting by the Association representative of ~~his/her~~ **their** choice.
- 15.3.10 The results of the RPT's (referred participating teachers) participation in the PAR program will be included in the RPT's personnel file.
- 15.4 Support Providers for ETs (Entering Teachers) and VPTs (Voluntary Participating Teachers)
- 15.4.1 A support provider (SP) provides assistance to a voluntary participating teacher (VPT) or entering teacher (ET) pursuant to the PAR program. The qualifications and selection for the support provider (SP) shall be set by the Joint Committee (JC).
- 15.4.2 Support providers will receive a stipend at an established rate per year for up to 44 hours of work as assigned by the Solano County Office of Education PAR Committee to compensate support of Intern, Induction, and other unit members needing short-term assistance. (See section 6.5.4)
- 15.4.3 The support provider's (SP's) work will be monitored using a method set by the JC.

15.5 Liability

The employer shall be the responsible insured agent pursuant to Government Code Section 825. SCOE liability insurance applies for employees, individually and collectively, when acting solely within the course and scope of their duties, office, or employment.

ARTICLE 16
RETIREMENT

16.1 Retirement System

All certificated employees of the public schools in California may be eligible to be members of the State Teachers' Retirement System (STRS) or, with qualification, the Public Employees Retirement System (PERS). The amount of time the employee is required to work determines membership.

16.2 Retirement Health Benefits and Eligibility Requirements:

16.2.1 Effective June 1, 2005, health benefits (medical, dental & vision) shall be available for all unit members who are at least 55 years of age, who are enrolled in the County Office health benefits programs for participation in medical, dental, and/or vision plans.

To be eligible for these retirement benefits, the unit member must submit a written letter of retirement to the Solano County Office of Education, Human Resources Department.

Qualifying Members [as specified in (d.) below] who have reached at least 55 years of age will be eligible for retirement benefits under the following conditions:

- a. The term of benefits is from five (5) to eight (8) years.
- b. The employer contributions shall be for employee, spouse/domestic partner, and/or dependent(s) to the maximum allowable benefit.
- c. Retirees, up to age 64, shall be eligible for the group plan and premium schedules available to the active employees. At age 65, Medicare options apply.
- d. Unit members may use up to ten (10) years of work credit from another district or teaching position, which was determined by HR at time of hiring, to meet years of service eligibility.
- e. The retirement benefit (age 55) schedule is as follows:

<u>Years of Service with SCOE + Age Factor</u>	<u>Duration of Coverage</u>	<u>Maximum Monthly Benefit</u>
15 years of service	5 years	\$260 per month
20 years of service	8 years	\$260 per month
25 years of service	8 years	\$280 per month
30 years of service	8 years	\$350 per month
32 years of service	8 years	\$380 per month

- 16.2.2 If SCOE's current medical plan allows, an employee who meets the eligibility requirements outlined in (16.2.1) shall be eligible to change plans and/or region and receive the maximum allowable employer retirement contribution to be reimbursed to the retiree after the retiree provides a copy of the monthly billing or invoice from the provider. It is the responsibility of the retiree to provide documentation that full payment has been made before reimbursement is made.
- a. Any change in health care provider must be made during open enrollment to remain eligible for continued medical, dental, and vision coverage. If the retiree drops vision or dental benefits, they are ineligible to reenroll in those benefit programs at a later time, but those dollars could be reallocated if retiree is currently receiving medical benefits. If the retiree drops medical benefits, they would be ineligible to receive SCOE retirement benefits for medical at a later time.
 - b. It is the responsibility of the retiree to provide all necessary enrollment information to the employer.
- 16.2.3 The retiree may continue group coverage for ~~his/her~~ **their** spouse/domestic partner/dependents if the retiree's carrier allows, provided the retiree pay all costs over the maximum allowable by the employer monthly, in advance.
- 16.2.4 Procedures for payment of premiums are to be at the discretion of Solano County Office of Education.

ARTICLE 17
GRIEVANCE PROCEDURE

17.1 Definitions

17.1.1 A "grievant" is the Association and/or the unit member stating the grievance.

17.1.2 A "grievance" is a claim by one or more grievants that there has been a violation, misinterpretation, or misapplication of a provision in this Agreement.

17.1.3 "Day" shall mean "unit member workday."

a. A unit member workday is any day upon which the unit member is required to work.

b. For ESY/SS/Intersession, "day" refers to the unit member's workday during ESY/SS/Intersession.

c. For an Association grievance, "day" shall refer to a working day as per the Fairfield-Suisun Unified School District's traditional school calendar.

d. For Article 14 grievances, "day" shall refer to the County Office business day calendar.

17.1.4 "Department" refers to Special Education, Juvenile Court and Community Schools, and Special Projects.

17.1.5 An "association representative" is the SCEA unit member in attendance with an aggrieved person at any level.

17.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement.

17.3 Procedures

17.3.1 Informal Level

Before filing a formal written grievance and no later than ten (10) days after the event or ten (10) days after the grievant should reasonably have known of the event, the grievant shall attempt to resolve the grievance by an informal conference with the immediate supervisor.

17.3.2 Level One: "Grievance"

- a. If the grievant is not satisfied with the disposition of the grievance at the informal conference, the grievant must within five (5) days present such grievance in writing on the appropriate form to the immediate supervisor. The document shall be a clear, concise statement of the grievance, the circumstances involved, and the specific remedy sought. The grievance needs to be referenced by that part of the Agreement that the grievant claims is being violated. [This shall be done on the grievance form (reference Appendix D)].
- b. Within five (5) working days after receiving the grievance, the supervisor will respond in writing to the grievance. The response will be given to or sent by U.S. mail to the grievant, and a copy will be sent to the Association Grievance Chairperson.
- c. If the grievance deals with a dispute over salary or benefits (Articles 9, 10, 6, or 11) or any other item over which the grievant and the immediate supervisor mutually agree to be beyond the supervisor's control, the grievance may be initiated at Level Two.
- d. Either party may request a meeting at Level One with representation.

17.3.3 Level Two

- a. The grievant or the Association shall be able to proceed to Level Two if either of the following exists:
 - 1) The grievant or the Association is not satisfied with the disposition of the grievance at Level One.
 - 2) No written decision has been rendered within five (5) days after presentation of the grievance.

The grievant shall file a grievance in writing simultaneously with the department head and Association representative within ten (10) days after submission of original grievance.

- b. Within five (5) days after receipt of the Level Two written grievance, the department head and the grievant will meet in an effort to resolve the grievance. The grievant may bring a representative to this meeting.
- c. Within five (5) days following the meeting, the department head will respond in writing to the grievance. The response will be given to or sent by U.S. mail to the grievant and a copy sent to the Association Grievance Chairperson.

17.3.4 Level Three

- a. The grievant or the Association may submit the grievance in writing to the Superintendent or designee for review if the following occurs:
 - 1) The grievant or the Association representative is not satisfied with the disposition of the grievance at Level Two.
 - 2) No written decision has been rendered within five (5) days after the first meeting with the department head.

The grievant shall file the grievance in writing with the Superintendent and Association representative within five (5) days after the Level Two decision or ten (10) days after submission of the Level Two grievance.

- b. Within ten (10) days after receipt of written grievance, the Superintendent or designee will meet with the grievant in an effort to resolve the grievance. The grievant may bring a representative to this meeting.
- c. Within six (6) days following the meeting, the Superintendent or designee will respond in writing to those areas in the Agreement being grieved. The response will be given to or sent by U.S. mail to the grievant and sent to the Association representative.

17.3.5 Level Four

- a. If the grievant or Association representative is not satisfied with the disposition at Level Three or if no decision was rendered after the grievance was delivered to the Superintendent, the grievant may, within seventeen (17) school days after the grievance was delivered to the Superintendent or designee, request in writing that the grievance be submitted to advisory arbitration. The Association shall retain the right to determine which grievances may proceed to arbitration. The Association shall have twenty (20) days from receipt of the request to arbitrate to determine whether the grievance shall proceed to arbitration and notify the Superintendent in writing.
- b. Within ten (10) days after such written notice of submission to advisory arbitration, the Superintendent and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of

the American Arbitration Association in the selection of an arbitrator and hearing procedures.

- c. The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly and, when possible, shall issue an award not later than twenty (20) days from close of hearings or, if oral hearings have been waived, then from the date final statements and proofs on issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions of issues submitted.
- d. The award of the arbitrator shall be final and binding. The Superintendent and Association shall implement the decision in whole, unless by mutual consent the parties agree to an alternative.

17.4 Miscellaneous

- 17.4.1 Forms for filing grievances will be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution by the Association. The costs of preparing such forms shall be borne by the Superintendent and the Association.
- 17.4.2 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 17.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, but not earlier than April 1, and if left unresolved until the beginning of the following school year could result in harm to the grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year.
- 17.4.4 The processing of a grievance shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, the unit member(s) or Association representatives shall be released without loss of pay or benefits.
- 17.4.5 All parties to the grievance will make available to the other parties involved all pertinent information not privileged under the law in its possession or control, which is relevant to the issues raised by the grievance.
- 17.4.6 All costs for the services of the arbitrator, including but not limited to per diem expenses and costs of any hearing room, will be borne equally by the parties. All other costs will be borne by the party incurring them.

17.5 Association Grievances

The Association may initiate a grievance beginning at Level Three when resolution cannot take place at a lower level. The field representative may act on behalf of the Association beginning at this level.

ARTICLE 18
MEMBERSHIP

- 18.1 Every unit member who is a member of SCEA, CTA/NEA or has applied for membership will sign and deliver to the County Office an assignment authorizing deductions of membership dues and general assessments in the Association. The Association will notify the County Office of a direct payment by the unit member. The County Office shall deduct one-tenth (1/10) of such amount from the regular salary check of the unit member for each month for ten (10) months. Unit members who join the Association after the beginning of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 18.2 The County Office agrees to promptly remit such payments to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.
- 18.3 The Association agrees to furnish any information needed by the County Office to fulfill the provisions of this article.
- 18.4 The Association agrees to pay to the County Office all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.
- 18.5 Any unit member hired after October 24, 1997, who does not join SCEA within thirty (30) calendar days of the commencement of employment with the County Office, shall pay a representation fee to the Association equal to the membership dues and general assessments of the Association. Payment will be in the same manner as members of the Association or in one lump sum due on the thirty-first (31st) calendar day from commencement of employment with the County Office. The County Office will not charge the Association for the representation fee deductions.

18.6 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such unit members shall pay, in lieu of a representation fee, sums equal to such representation fees to: (1) Solano County Special Olympics; (2) Foundation to Assist California Teachers; (3) Christa McAuliffe Institute for Education Pioneering; (4) Martin Luther King, Jr., Memorial Scholarship Fund; or any non-religious, non-labor organizations that are charitable funds exempt from taxation under Section 501(c.) (3) of Title 26 of the Internal Revenue Code. Such payments shall be made on or before October 1 of each school year, and proof of payment will be delivered to the Association.

ARTICLE 19
JUST CAUSE / DUE PROCESS

19.1 Just Cause/Due Process

19.1.1 The County Office may discipline a unit member only for just cause. Unit members shall not be disciplined as a result of participation in association activities. Discipline shall include warnings, reprimands, or suspensions without pay for less than five (5) working days. Discipline shall not include dismissal or suspensions for more than five (5) working days. Nothing in this Article shall apply to procedures set forth in the Education Code, including but not limited to Education Code Sections 44938, 44939, and/or the non-reelection of temporary or probationary unit members.

19.1.2 The following just cause guidelines shall be recognized:

- a. The employee should be informed of the consequences of ~~his/her~~ **their** conduct.
- b. Contract stipulations, county office regulations and policies, Education Code, and state law shall be the basis for disciplinary action.
- c. An investigation should reveal the necessity for disciplinary action.
- d. Rules, orders, and penalties should be applied fairly and equitably.
- e. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

19.2 Right to Representation

19.2.1 Each unit member is guaranteed ~~his/her~~ **their** right to representation through the Association.

19.2.2 A unit member is entitled to have present an Association representative when being formally reprimanded. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

19.2.3 A unit member shall also be entitled to have present at meetings an Association Representative when the unit member has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

19.2.4 Where the member during the course of the conference has a reasonable belief that discipline may arise from the discussion, ~~he/she~~ **they** may request to have an Association Representative present and the request will be accommodated.

19.2.5 In circumstances where rights to representation exist, an employee does not commit insubordination by refusing to participate in a meeting without a representative present.

19.2.6 A unit member may attach ~~his/her~~ **their** own statement to any documentation in the Progressive Disciplinary Process.

19.3 Progressive Discipline

The following progressive discipline procedures will be applied except where the serious nature of the offense may require the County Office to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 17(Grievance Procedure) of the Agreement.

19.3.1 Verbal Counseling/Warning

The county office shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's Personnel File but may be attached to a subsequent Letter or Warning and/or Letter of Reprimand and included in the Personnel File.

19.3.2 Written Warning

Subject to 19.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. A Written Warning will not be placed in the unit member's Personnel File at the time of delivery but may be attached to a subsequent Letter of Reprimand and included in the Personnel File.

19.3.3 Written Reprimand

Subject to 19.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will be provided with a copy of the reprimand and a copy will be placed in the unit member's Personnel File. The unit member may attach a written response in a timely manner. Written Reprimands shall be grievable when not brought to the attention of the unit member in a timely manner and/or violates section 19.1. Written reprimands shall be based upon verified data.

19.3.4 Suspension Without Pay

- 19.3.4.1 Subject to 19.2.1 above, suspensions will not be used unless the unit member has received a written reprimand about similar and separate actions within the last twelve (12) months. No unit member will be suspended more than five (5) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action. Suspensions shall be based upon verified data.
- 19.3.4.2 No suspension in excess of one (1) day shall be ordered for any unit member unless ~~he/she~~ **they** has already been suspended for a similar and separate action or infraction within the last twelve (12) months.

19.4 Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee no less than five (5) days prior to the imposition of suspension. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

- 19.4.1 A statement of the specific acts or omissions upon which the action is based.
- 19.4.2 A statement of the cause(s) for which action is recommended.
- 19.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated.
- 19.4.4 Penalty proposed and effective date.
- 19.4.5 Copies of the documentary evidence upon which the recommendation is based.
- 19.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 17: Grievance procedure of this Agreement subject to 19.6.1 below.

19.5 Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice providing the reason for the County Office's action will be sent to the unit member's last known address within three (3) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

19.6 Arbitration

Only suspension without pay (Article 19.3.4) and the exception cited in Article 19.3.3 above may be appealed to arbitration under the grievance procedure in Article 17: (Grievance Procedure) of the Agreement commencing with Section 17.3.5 (Arbitration level). If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

19.7 Confidentiality

The County Office shall notify the Association concurrently with notification to the unit member of any disciplinary action taken beyond Verbal Warning. Otherwise, all information and/or proceedings regarding any actions or proposed actions shall be kept confidential by the County Office.