

AGREEMENT

between the

GLENN COUNTY SUPERINTENDENT OF SCHOOLS

and the

**GLENN COUNTY
CALIFORNIA TEACHERS ASSOCIATION**

Ratification through and including June 30, 2023

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ARTICLE 1: AGREEMENT

1.1 Bilateral Agreement

The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Glenn County Superintendent of Schools (“Superintendent” or “County Office”) and the Glenn County California Teachers Association, an employee organization (“Association”).

1.2 Term

This Agreement shall remain in full force and effect until June 30, 2023.

1.3 Reopeners

1.3.1 2015/2016, 2016/2017, 2017/2018, 2018/2019, 2019/2020, 2020/2021, 2021/2022,2022/2023

- 2015/2016: Each party may reopen on two (2) articles, excluding Salary and Benefits.
- 2016/2017: Each party may reopen on two (2) articles, including Salary and Benefits.
- 2017/2018: Each party may reopen on two (2) articles, including Salary and Benefits.
- 2018/2019: Each party may reopen on two (2) articles plus Salary and Benefits.
- 2019/2020 Each party may reopen on two (2) articles plus Salary and Benefits.
- 2020/2021 Each party may reopen on two (2) articles plus Salary and Benefits.
- 2021/2022 Each party may reopen on two (2) articles plus Salary and Benefits.
- 2022/2023 Each party may reopen on two (2) articles plus Salary and Benefits.

ARTICLE 2: REPRESENTATION

2.1 Recognition

The Superintendent recognizes the Association as the exclusive representative for the following unit of certificated employees: all Special Education Teachers [pre through (18-22 Severe class)], including temporary teachers as defined by Education Code 44909, Speech Therapists, School Nurse, non-severe and severe class teachers, William Finch Charter School Teachers, Success One! Charter School Teachers, APE Teachers, Infant Toddler Specialists and Certificated Transition Specialists.

Those excluded are: all management personnel including Coordinators, Program Specialists, Psychologists, all classified employees, all supervisory employees, all confidential employees, all casual or limited term personnel such as all substitutes and Adult Education Instructors, all Head Start employees, all Senior Nutrition employees, and all Child Care Center employees.

ARTICLE 3: NEGOTIATION PROCEDURES

- 3.1 Negotiations shall take place at mutually agreeable times and places. The times of the sessions, to the extent feasible, shall be divided between release time from duty and after duty hours of unit members.
- 3.2 The Association will designate no more than four (4) representatives for purposes of negotiations with the Superintendent during hours of duty assignment.
- 3.3 Agendas for subsequent negotiation sessions shall be mutually developed at the close of each meeting.
- 3.4 The Association shall be entitled to all County Office publications relating to negotiations as per EERA. An at-cost charge may be made for these publications if appropriate and necessary.
- 3.5 Either party may caucus as necessary during negotiations. Either party may request that a caucus period be expedited.
- 3.6 Either party may use outside consultants to assist in the negotiation process.
- 3.7 Any agreements reached by the parties shall be reduced to writing and signed by both parties.
- 3.8 After hours of duty assignment, the Association may have as many designated representatives present as might be designed by the Association.

ARTICLE 4: PERSONNEL FILES

- 4.1 The Superintendent shall not base any adverse action against a unit member upon materials which are contained in such unit member's personnel file unless the materials were placed in the file within reasonable time of the incident or knowledge of the incident giving rise to such materials, and the unit member was notified that such materials were placed in his/her file.
- 4.2 A unit member shall be provided a copy of any negative or derogatory material when it is placed in his/her personnel file. The unit member shall be given an opportunity to prepare a written response to such material. If a written response is received by the Superintendent within ten (10) workdays, such response shall be attached to the material.
- 4.3 Unit members shall have the right to examine and/or obtain, at cost, copies of the materials in his/her personnel file. Upon written authorization by the unit member, a representative of the unit member shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.
- 4.4 Any material placed in a unit member's personnel file shall be signed and dated.
- 4.5 Access to personnel files shall be limited to the unit member and his/her representative, County Office Administration, and persons authorized by court order. The contents of all personnel files shall be kept in the strictest confidence.
- 4.6 Negative or derogatory material in a teacher's personnel file shall be expunged after remaining in the file for a period of four (4) years.
- 4.7 Official Personnel files shall be maintained in the County Office.
- 4.8 A log shall be maintained, except for routine clerical processing, of individuals who request access to personnel files. The log shall contain the date and name of the persons granted access.

ARTICLE 5: ASSOCIATION RIGHTS

- 5.1 The Association may utilize any and all appropriate communications to unit members regarding matters related to wages, hours and other terms and conditions of employment. Such use shall be subject to applicable law and reasonable rules/regulations.
- 5.2 The Association shall have the right to post notices about any and all Association activities on bulletin boards which shall be located in mutually agreeable locations. Content of the communications shall be appropriate for a public school setting.
- 5.3 The Association shall represent unit members in their employment relations with the Superintendent.
- 5.4 The Superintendent shall provide the Association, upon request, with one copy of the complete Board of Education meeting agendas minus executive session material.
- 5.5 The Association and its members, upon prior written approval of the Superintendent or his/her designee, shall have the right to use County Office facilities, typewriters, computers, duplicating equipment, and audio-visual equipment at times which do not interfere with County Office operations. Reasonable fees may be levied for the use of consumable materials.
- 5.6 Authorized representatives of the Association shall be permitted to transact official Association business on County Office property in a manner that does not interfere with the duty assignments of unit members/other employees or the educational program. Such access shall be subject to applicable law and reasonable rules and regulations.

ARTICLE 6: SUPERINTENDENT RIGHTS

6.1 It is understood and agreed that the Superintendent retains all his/her powers and authority to direct, manage, and control operations to the full extent of the law. Such duties and powers include, by way of illustration and not limitation, the exclusive right to: determine organization; direct the work of employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of County Office operations; contract out work that does not supplant a unit member; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter which is supported by law in the event of an emergency.

In addition, the Superintendent retains the right to hire, classify, assign, reassign, transfer, evaluate, promote, lay off, discipline, and terminate employees, and to determine the effects and impact of implementing these rights except as modified by this contract and law.

6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Superintendent, including the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law. Further, the Superintendent's rights as stated above shall not be subject to the Grievance procedures of this Agreement.

ARTICLE 7: GRIEVANCE PROCEDURE

7.1 Definitions

- 7.1.1 Grievance: An allegation by one or more unit member(s) that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
- 7.1.2 Conferee: A fellow employee, department head, supervisor, administrator, employee organization representative or legal counsel.
- 7.1.3 Grievant: May be any unit member, group of unit members, or the Association covered by the terms of this Agreement.
- 7.1.4 Day: A day on which the unit member is subject to active duty assignments.
- 7.1.5 Party: The Superintendent, the grievant, or the Association.

7.2 Grievance Levels

7.2.1 Informal Level

Before filing a formal written grievance, the grievant must attempt to resolve the problem by scheduling an informal face-to-face conference with his/her director or immediate supervisor within ten (10) days of the act or omission giving rise to the grievance. The conference should take place within twenty (20) days of the notification of the need for a conference.

7.2.2 Formal Level

7.2.2.1 Level 1

7.2.2.1.1 If a satisfactory solution is not achieved at the informal level, the grievant may, within ten (10) days after the informal conference, present his/her grievance on the appropriate grievance form (see Appendix C-1) to his/her director or supervisor.

7.2.2.1.2 The grievance statement shall be a clear, concise statement of the grievance, including the circumstances and people involved, the specific article, section, or clause of the Agreement allegedly violated, the decision rendered at the informal conference, and the specific remedy sought.

7.2.2.1.3 The director or supervisor shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the director/supervisor does not

respond within the time limit, the grievant may appeal to the next level.

7.2.2.1.4 Within the above limits, either party may request, and shall be granted, a conference. Either party may request the presence of representation. Additional conferences may be held by mutual agreement.

7.2.2.2 Level 2

7.2.2.2.1 If the grievant is not satisfied with the decision at Level 1, he/she may, within ten (10) days, appeal the decision in writing on the appropriate grievance form (see Appendix C-2) to the Superintendent. The written appeal request shall include a copy of the original grievance, the decisions rendered, and a clear, concise statement of the reasons for the appeal.

7.2.2.2.2 The Superintendent or designee shall communicate his/her decision to the grievant in writing within ten (10) days after receiving the grievance. If the Superintendent does not respond within the time limits provided, the grievant may appeal to the next level.

7.2.2.2.3 Within the above time limits, either party may request, and shall be granted, a conference. Either party may request the presence of representation.

7.2.2.3 Level 3 – Mediation

7.2.2.3.1 If the grievance is not resolved pursuant to the provisions of Formal Level 2, the Association may propose (in writing) grievance mediation within ten (10) days of the Superintendent's Level 2 decision. The Association shall request that the California State Mediation and Conciliation Service assign a mediator to assist the parties in the resolution of the grievance.

7.2.2.3.2 Mediation is voluntary. If either party does not wish to proceed to mediation, it must provide written notice to the other within ten (10) days of the proposal to mediate. In such case, the matter shall proceed to Formal Level 4 – Binding Arbitration.

7.2.2.3.3. If mediation results in an agreement, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the Superintendent. The agreement shall

be nonprecedential and shall constitute a settlement of the grievance.

7.2.2.3.4 If the grievance is not resolved with the assistance of the conciliator/mediator, the Association may terminate Level 3 and the grievance shall proceed to Formal Level 4.

7.2.3.4 Level 4 – Binding Arbitration

7.2.3.4.1 If the grievant is not satisfied with the decision rendered at Level 2, or if no written decision has been rendered within ten (10) days of the meeting with the Superintendent or his/her designee, the Association may submit a request in writing to the Superintendent for binding arbitration of the dispute within ten (10) days.

7.2.3.4.2 An impartial arbitrator shall be selected jointly by the Association and the Superintendent within ten (10) days of receipt of the written request.

7.2.3.4.2.1 In the event the parties cannot agree, an arbitrator list will be requested from the California Mediation and Conciliation Service or the American Arbitration Association.

7.2.3.4.2.2 They shall be requested to supply a panel of five (5) names. Alternate names shall be stricken until only one (1) remains. The order of striking will be determined by lot.

7.2.3.4.2.3 The fees and expenses of the arbitrator shall be shared equally between the Superintendent and the grievant. Additional expenses shall be borne by the party incurring such expense.

7.2.3.4.3 The arbitrator shall have no authority to add to, subtract from, disregard, alter or modify any provisions of this Agreement, state or federal law or written Board policies, nor make any fiscal award not provided for by the terms of this Agreement, but shall limit his/her decision to the application and interpretations of its provisions.

7.2.3.4.4 After reviewing the evidence, the arbitrator shall submit to the Superintendent and to the grievant his/her findings in writing which shall be binding on both parties.

7.2.3 Judicial Review

Nothing in this article precludes a grievant from exercising his/her/its constitutional rights to have access to judicial review.

7.2.4 Guidelines

7.2.4.1 A grievant may be represented at all stages of the grievance procedure by himself, or at his/her option, by a conferee of the Association.

7.2.4.1.1 If the grievant is not represented by the Association or its conferee, the Association shall still have the right to be present and to state its views at all stages of the grievance procedure.

7.2.4.1.2 In the event a grievant chooses self-representation, no final resolution of a grievance shall be made by the Superintendent until the Association has received a copy of the grievance, any proposed solution, and has been provided an opportunity to file a written response.

7.2.4.1.3 The Association must exercise its response privilege within ten (10) days of receipt of the grievance and a proposed solution.

7.2.4.2 Nothing in this article shall be construed as preventing any party to a grievance from being represented by or seeking the advice and counsel of a conferee of their choice.

7.2.4.3 All communications required to be in writing shall be served by United States certified mail or delivered personally and shall be acknowledged by a signed receipt notice.

7.2.4.4 Unit members required to be absent from their duties when directly involved in a grievance hearing as an Association representative or witness shall not suffer any loss of pay.

7.2.4.5 A grievance file for each grievance shall be maintained by the Superintendent. During processing of the grievance, materials relating to the grievance shall be maintained in this file rather than the employee's personnel file.

7.2.4.6 Timelines as stated in the grievance procedure are maximums. Every effort should be made to expedite a grievance as quickly as feasible. Time limits may be lengthened or shortened in any particular case only by mutual written agreement. The parties will attempt in good faith to

adjust time limit problems which occur after Level 1 as a result of the summer recess and other regularly scheduled school recesses.

- 7.2.4.7 A grievance regarding policy level decisions shall have its first hearing at Level 2 of this procedure.
- 7.2.4.8 If a grievance is not processed by the grievant and Association in a timely manner in accordance with the time limits set forth in this article, it shall be considered settled on the basis of the decision last made by the Superintendent.
- 7.2.4.9 The respondent in all cases shall be the Superintendent rather than any individual. The filing or pendency of a grievance shall not delay or interfere with the implementation of any Superintendent action during the processing thereof.

ARTICLE 8: WORK YEAR

- 8.1 Unit members shall provide instruction for a minimum of one hundred eighty (180) days per year.
- 8.2 Each unit member will work a professional paid work year – a minimum of one hundred eighty (180) instructional days and two (2) additional work days to allow for two (2) preoperational days. Additionally, members will adhere to their assigned district calendars.
- 8.3 If conflicts exist between the work calendar of the County Office and the work calendars of school districts to which County Office unit members are assigned, unit members having such conflicts will, under the direction of the Director of Special Education, establish mutually agreed upon individual work year calendars in order to comply with the work year established in 8.1 and 8.2.
- 8.4 The County Office shall make every reasonable effort to send unit members to appropriate conferences and in-service training. See County Office of Education Travel Policy ([Appendix E](#)) for reimbursement.

ARTICLE 9: TEACHING HOURS

9.1 Professional Work Day

- 9.1.1 A school is comprised of a team of certificated professionals working toward the educational excellence of all students who attend the school. The Superintendent, with the input of unit members and Administrators of the schools to which unit members are assigned, shall determine the educational needs of the schools. The Superintendent shall determine the schedule and make necessary assignments of schedules and supervision of duties which will ensure the safety of students attending the school. Unit members shall devote as much time as is necessary to fulfill professional duties to facilitate the educational program. Duties shall be assigned on an equitable basis. Unless the task requires it, the unit member is not required to perform the work on campus.
- 9.1.2 The work day shall be seven (7) hours of duty assignment, excluding a thirty (30) minute duty free lunch (forty-five (45) minutes, scheduling permitting), and excluding field trips scheduled by the unit member as part of his/her instructional program. These field trips, under the terms of the agreement, shall be recognized as an agreed-to extension of the regular work day for the scheduling unit member.

9.2 Faculty Meetings

- 9.2.1 Unit members will be required to attend up to three (3) subsequent meetings a year outside of their regular seven (7) hour workday, to be called with management and Association agreement.
- 9.2.2 Unit members shall be required to attend faculty meetings. Unit members will be given forty-eight (48) hours' notice of such meetings. This time may be used for: faculty activities, parent conferences, sponsorship of student clubs, supervision of student activities and IEP's.

9.3 Minimum Days

9.3.1 Site Based

When the school to which a unit member is assigned declares a minimum day, the Superintendent shall schedule a minimum day for unit members assigned to that school. Unit members are freed from duty assignment thirty (30) minutes after dismissal of the students. (It is understood that teachers will be responsible for students until they board buses.)

9.3.2 County Based

Minimum days may be called by the Superintendent for any appropriate reason. A minimum day is defined as a day on which a class is dismissed at a time equal to State minimum standards.

ARTICLE 10: RATES OF PAY

10.1 Daily Rate

The daily rate of pay shall be the annual salary divided by the number of contracted days (i.e. 182 days).

10.2 Hourly Rate

The hourly rate of pay shall be the daily rate divided by seven (7).

10.3 Stipends

Stipends may be offered to staff for a variety of services including, but not limited to: mentoring new teachers; intern teacher support as required by an institution of higher learning; and special projects such as MTSS, PBIS, UDL, Assistive Technology, CPI training, etc. Acceptance of the offer is voluntary, and the decision to accept the offer is that of the staff member.

Offers of stipends, and enhanced duties are as determined by the Superintendent.

A stipend of \$1,500 will be paid for mentoring beginning teachers (also known as an induction program or BITSA). The cooperating teacher will be a Bargaining Unit member. In those instances of partial program completion by the incoming teacher, the Bargaining Unit member will be paid on a pro rata basis for that portion of one year of service provided. The Superintendent, the Bargaining Unit, and the Bargaining Unit Member will negotiate the stipend amount and prescribed duties in those instances of serving as a cooperating teacher for an intern (an intern as defined by the California Commission on Teacher Credentialing) through the California State University system or any other regionally accredited institution of higher education.

ARTICLE 11: LEAVES

11.1 General Provisions

11.1.1 All leaves of absence, except those that are mandated by statute or this Agreement, are granted at the discretion of the Superintendent or designee.

11.1.2 The Superintendent and members of the County Board are free of any liability for payment of compensation or damages for death or injury of a unit member if the death of injury occurs while the unit member is on a leave of absence granted by the Superintendent or designee.

11.1.3 Unless otherwise specified, leaves are granted for a maximum of one (1) year at a time. Beginning and ending dates for leaves of less than one (1) year, other than medical leaves, shall typically coincide with the end of a trimester. A unit member may make a written request that the Superintendent or designee extend a previously granted leave.

11.1.4 Except for military leave, and leave for other teaching as specified in the Education Code, salary schedule experience increments shall not be earned or given for time spent on a leave of absence.

11.1.5 All approved leaves will be reduced to writing. The leave agreement will be signed by the unit member and the Superintendent or designee.

11.1.6 Unpaid Leaves

11.1.6.1 Except as specified in this Agreement or required by statute, all leaves are unpaid (i.e. without salary or benefits).

11.1.6.2 With the approval of health and welfare insurance carriers, and STRS as appropriate, a unit member on an approved leave of absence without pay may continue such benefits by employee contribution. Such payment shall be in advance and may be arranged through the County Office.

11.1.6.3 A unit member who begins an unpaid leave of absence during a month shall receive employer-paid health and welfare benefits for the balance of that pay period. Thereafter, subject to rules of the insurance providers, the unit member may continue such benefits at his/her own expense.

11.1.7 Paid Leaves

A unit member on a paid leave of absence shall continue to receive wages and health and welfare benefits in the same amounts as if they were not on leave.

11.1.8 Return From Leave

A unit member returning from any type of leave shall be subject to reassignment in the same manner as if he/she had not gone on leave.

11.2 Sick Leave

11.2.1 Unit members regularly employed for a full school year (on a five (5) day per week basis) shall receive eleven (11) days of sick leave on the first day of July and on the first of each July thereafter.

11.2.2 This leave shall accumulate without limit as long as the individual is employed by the Superintendent. Days granted a unit member assigned less than full time shall be in the proportion that the assignment bears to the assignment of a full-time teacher.

11.2.3 Any unit member absent from duty because of personal or family illness or injury shall receive full compensation to the extent of his/her accumulated sick leave time.

11.2.4 If a unit member utilizes sick leave for three (3) or more consecutive days, the unit member may be asked to furnish a certificate verifying his/her illness or injury or his/her family member's ability to return to service. The certificate shall be signed by the medical practitioner.

11.2.5 The Superintendent shall provide each unit member with a written statement of: (1) his/her accrued sick leave; and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 19 of each school year.

11.2.6 Sick leave to be earned during a work year shall be credited at the beginning of the year. In the event a unit member does not complete a year of service, the employee will be charged for every unearned sick leave used as of the date of termination.

11.2.7 A unit member who has transferred from another California school district may request that the Superintendent assist in transferring accumulated sick leave.

11.2.8 There are certain usage patterns which could indicate an inappropriate use of the sick leave provision.

11.2.8.1 When such a pattern exists, the Association shall be notified and the Superintendent will explore the cause and counsel the unit member, if appropriate.

11.2.8.2 After counseling the unit member, the Superintendent may require that the unit member provide a certificate which has been signed by their

medical practitioner for all future absences due to illness or injury which are similar to the identified pattern, and may pursue other remedies set forth in the Education Code.

11.3 Maternity Leave

11.3.1 Pregnancy Leave

Such leave shall be granted subject to the following conditions.

11.3.1.1 Unit members shall be entitled to utilize all available leave for the period of time that they are temporarily disabled due to the unit member's pregnancy, childbirth, miscarriage, or recovery therefrom.

11.3.1.2 The length of the leave of absence, including the date on which the leave shall begin and the date on which the member shall resume duties, shall be determined by the unit member and the unit member's doctor. A letter verifying the length of the leave shall be signed by the unit member and the unit member's doctor, midwife, or PA, and filed in the County Office.

11.3.1.3 The unit member shall notify the Superintendent of her pregnancy approximately ninety (90) days prior to the expected date of delivery.

11.3.1.4 The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be the same as the manner of reporting sick leave except as noted above.

11.3.2 Pregnancy Related Leaves

Leaves of absence for purposes related to pregnancy (i.e., child care, father's leave, adoption) which are in addition to sick leave granted for the temporary disability may be granted without pay in accordance with the California Family Rights Act and the Family Medical Leave Act.

11.4 Difference Pay

11.4.1 If a unit member must be absent in excess of his/her accumulated sick leave, due to the unit member's illness or injury, he/she shall receive the difference in his/her daily rate and the compensation paid to his/her replacement. If no substitute was hired, the difference between his/her regular salary and the established daily rate of pay for a substitute

11.4.2 In no case shall the unit member be deducted an amount in excess of his/her daily rate.

11.4.3 Entitlement to difference pay (Education Code) shall be for a period of five (5) consecutive school months commencing the first day of absence after exhaustion of all accrued sick leave, only including student contact days.

11.5 Industrial Accident or Illness Leave

11.5.1 Unit members are eligible for industrial accident or illness leave as required by Education Code. Allowable leave shall be for up to sixty (60) days.

11.5.2 Leaves shall be granted as required by Education Code. At the time of this Agreement, the Education Code includes the following provisions:

11.5.2.1 Allowable leave shall be for sixty (60) days during which the schools of the County are required to be in session or when the unit member who would otherwise have been performing work for the Superintendent in any one (1) fiscal year for the same accident or illness.

11.5.2.2 Allowable leave shall not be accumulative from year to year.

11.5.2.3 Leave will commence on the first day of absence.

11.5.2.4 Leave will be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

11.5.2.5 When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity of the Labor Code, will result in payment to him/her of not more than his/her full salary.

- The phrase “full salary,” as utilized in this subdivision, shall be computed so that it shall not be less than the unit member’s “average weekly earnings” as that phrase is utilized in the Labor Code. For purposes of this section, however, the maximum average weekly earnings set forth in the Labor Code shall otherwise not be deemed applicable.

11.5.2.6 When leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

11.5.2.6.1 Upon exhaustion of the leave, the unit member shall be entitled to the benefits provided in Education Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability

indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in payment to him/her of not more than his/her full salary.

11.5.2.6.2 During any paid leave of absence, the unit member may endorse to the Superintendent the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Superintendent, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrants.

11.5.2.7 Unit members receiving benefits as a result of this section shall, during periods of injury and illness, remain within the State of California, unless the Superintendent authorizes travel outside the state. (Per Education Code 44984.)

11.6 Personal Leave

The Superintendent may grant a unit member an unpaid leave of absence for personal reasons.

11.6.1 Unit members may be granted a personal leave on approval of the Superintendent.

11.6.2 Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

11.6.3 A unit member shall apply to the Superintendent for such leave no later than two (2) months or whenever possible before anticipated commencement.

11.6.4 A unit member on Personal Leave may continue any benefit program, at his/her sole expense, by providing reimbursement to the Superintendent.

11.7 Bereavement Leave

11.7.1 Every unit member shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than two hundred (200) miles to the point of destination is involved, on account of death in the immediate family. In those cases where the unit member is entitled to three (3) days of paid leave of absence, the three days will be extended to five (5) days if five days are requested in writing by the unit member and approved by the Superintendent.

11.7.2 This leave shall not be deducted from sick leave.

11.7.3 Immediate family is specified as mother, mother-in-law, father, father-in-law, grandmother, grandfather, or a grandchild of the employee or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the unit member, aunt or uncle of the unit member, or of the spouse of the unit member, registered domestic partner or any relative living in the immediate household of the unit member.

11.8 Military Leave

Unit members shall be entitled to military leave in accordance with law.

11.9 Trial and Inquest Jury and Subpoenas

Unit members shall be provided paid leave for regularly scheduled trial or inquest jury duty. The unit member shall reimburse the Superintendent for all payments received for serving jury duty except mileage and per diem expenses.

11.10 Sabbatical Leave

11.10.1 Eligibility

11.10.1.1 Unit members who have served seven (7) consecutive years as an employee of the Superintendent may be granted a sabbatical leave on approval of the Superintendent. The purpose of such leave is to pursue an approved program of study, research, or travel which will be of benefit to the unit member in terms of enhancing his/her service to the County Office.

11.10.1.2 The number of unit members on leave during any one semester shall be limited to one (1). If the number of eligible certificated employee applicants exceeds one, selection shall be made on the basis of County Office service seniority subject to only the same “purpose of program” restriction referred to in the preceding paragraph.

11.10.2 Service Following the Leave of Absence

As a condition to granting the leave, the unit member must agree, in writing, to render service to the County Office after the leave of absence equal to twice the period of leave.

11.10.3 Compensation

- 11.10.3.1 The Superintendent may pay a unit member who is on a full year sabbatical leave fifty percent (50%) of his/her full salary for such period.
- 11.10.3.2 Compensation granted by the Superintendent to a unit member on leave for less than one (1) year may be paid during the first year of service following the return of the unit member from the leave. In the event that the leave is for a period of one (1) year, such compensation may be paid in two (2) equal annual installments during the first two (2) years of service following the return of the unit member.
- 11.10.3.3 If the unit member furnishes a bond indemnifying the Superintendent should the unit member fail to render the required period of service following the unit member's return from leave, compensation shall be paid the unit member while on the leave of absence in the same manner as if the unit member were teaching in the County.

11.10.4 Seniority

Unit members on an approved leave will maintain their seniority rank in terms of County Office service.

11.11 Personal Necessity Leave

- 11.11.1 A unit member may elect to take up to nine (9) days of accumulated sick leave per year as personal necessity leave. Two (2) of these days may be utilized for personal discretionary purposes. Under no circumstances can these days be used for concerted activities.
- 11.11.2 The Superintendent may require proof of personal necessity for the remaining seven (7) days and shall specify the means by which such verification shall be made.
 - 11.11.2.1 Except for 11.11.3, all personal necessity leave must have the prior approval of the Superintendent or designee.
 - 11.11.2.2 The Superintendent or designee shall have the final discretion as to whether a particular request constitutes personal necessity as set forth in this Agreement.
 - 11.11.2.3 After any non pre-approved absence based on personal necessity, the unit member shall verify the absence by submitting a completed and signed absence form to the Superintendent or

designee. If the absence does not constitute a personal necessity, the unit member's next paycheck will be reduced by the unit member's daily rate for each day absent unless the absence qualifies as a paid leave under another provision of this Agreement.

- 11.11.3 Except in urgent situations such as (1) the death or serious illness of a member of the unit member's immediate family, or (2) an accident involving either the unit member's person or property or the person or property of a member of the immediate family, advance permission to use personal necessity leave shall be required.

As much advance notice as reasonably possible shall be provided in order to facilitate education for students.

- 11.11.4 Each of the following constitutes reason for utilizing personal necessity leave:

- 11.11.4.1 Death of a member of his/her immediate family. An immediate family member is defined as a mother, mother-in-law, father, father-in-law, spouse, son, daughter, brother or sister of the unit member, registered domestic partner or any relative living in the immediate household of the unit member. This would be in addition to normal bereavement leave which is three (3) (or five [5]) days.
- 11.11.4.2 Accident involving his/her person or property or the person or property of a member of his/her immediate family, as defined above, calling for services of a physician and verified by the physician's statement, and of such an emergency nature that the immediate presence of the unit member is required during his/her work days.
- 11.11.4.3 Appearance in court as a litigant, or as a witness under official order.
- 11.11.4.4 Any other reason that cannot reasonably be taken care of in hours of non-duty assignment and that is approved by the Superintendent or his/her designee.

ARTICLE 12: TEACHING CONDITIONS

- 12.1 The Superintendent recognizes that appropriate texts, library reference facilities, appropriate technology, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Superintendent agrees further that cooperative efforts shall be continued to seek and use textbooks and supplementary reading materials that meet the instructional needs of the students.

ARTICLE 13: DISCIPLINE PROCEDURES

13.1 Definition

13.1.1 “Discipline” shall include written reprimands or suspensions without pay for a specific period not to exceed fifteen (15) working days. The steps outlined in this article will be followed when a unit member’s actions or conduct warrants action by his/her supervisor. Discipline shall not include dismissal or non-reelection, which is regulated by the Education Code.

13.2 Progressive Discipline

13.2.1 Progressive Discipline will be followed unless the unit member has engaged in gross misconduct and/or the Superintendent determines that the matter requires an investigation; in which case the Superintendent may bypass progressive steps. Progressive steps include:

13.2.1.1 Oral Warning: An oral warning may be followed by a written conference summary that is given to the unit member but not placed in the personnel file.

13.2.1.2 Written Warning or Written Reprimand: A written warning or reprimand shall be given to the unit member and placed in the unit member’s personnel file, and the unit member shall have the right to prepare a response to be attached to the warning or reprimand in the personnel file.

13.2.1.2.1 A written reprimand based upon an act or omission by the unit member shall be placed in the personnel file within a reasonable period of time following the incident, provided that the unit member has had an opportunity to review the material and to comment thereon.

13.2.1.2.2 The reasonable period of time following the incident shall be for the purpose of investigating the incident, but shall not exceed thirty (30) days, unless there is mutual agreement to extend the period.

13.2.1.2.3 If the administrator investigating the incident concludes there is no basis for the allegations, no reprimand will be placed in the file.

13.2.1.2.4 If the administrator concludes there is a basis for the allegation, despite the unit member’s denial, the reprimand shall be placed in the personnel file after the unit member has been shown the reprimand and given an opportunity to attach a rebuttal within ten (10) days.

13.2.1.2.5. Letters of reprimand shall be placed in the personnel file rather than in the evaluation folder and do not need to be held until the end of the evaluation period; however, an incident which is both misconduct and performance-related may be referred to in the summative evaluation as well as in the letter of reprimand provided the unit member has been provided the right to review and comment on the material.

13.2.1.3 Suspension Without Pay: No unit member shall be suspended without pay for more than fifteen (15) working days during school year. A suspension without pay will not change the unit member's seniority date.

13.3 Notice of Suspension

13.3.1 A Notice of Suspension will be in writing and served in person or by certified mail. A copy will be concurrently provided to the Association President. The Notice of Suspension will contain:

13.3.1.1 A statement of the specific acts or omissions upon which the action is based.

13.3.1.2 A statement of the cause (s) for the recommended action.

13.3.1.3 Where applicable, the Education Code section, policy, rule, regulation or directive violated.

13.3.1.4 The penalty recommended and the effective date of the suspension.

13.3.1.5 Where applicable, a copy of documentary evidence.

13.3.1.6 A statement of the unit member's right to appeal the suspension.

13.4 Confidentiality

13.4.1 Information regarding actual or recommended disciplinary action shall be kept as confidential as possible.

13.5 Right to Appeal Decision

13.5.1 Any dispute regarding a written reprimand or suspension without pay may be appealed to the Superintendent's designee. The request for appeal must be made in writing within ten (10) workdays following either personal service or service by mail of the letter of reprimand or suspension.

13.5.2 Within ten (10) days of receipt of the appeal, the Superintendent's designee will meet with the unit member and an Association representative if desired. The unit

member may present any fact or argument supporting the unit member's position. The Superintendent's designee will render a decision as to the appropriateness of the suspension or letter of reprimand within ten (10) days. The decision of the Superintendent's designee is final.

- 13.5.3 If at any stage of appeal the reprimand is found to be appropriate, the reprimand, and any rebuttal the unit member may wish to submit will be placed in the unit member's personnel file. The decision upholding the reprimand will be kept in the Human Resource Services Division separately from the unit member's personnel file. If the reprimand is found not to be appropriate, the reprimand, the decision and all documents generated under this appeal procedure will be kept in the Human Resources Services Division separately from the unit member's personnel file.

ARTICLE 14: EVALUATIONS

14.1 Basis of Evaluation

The following documents are used as the basis for evaluation:

- 14.1.1 Sections 44660-44664 of the Education Code
- 14.1.2 The standards of expected student achievement (CA State Curriculum Standards
- 14.1.3 Standards listed in the self-evaluation form (i.e. rubrics CSTP's and CEC's)
- 14.1.4 Job Descriptions
- 14.1.5 California Standards for the Teaching Profession (CSTP's)
- 14.1.6 The individual objectives as mutually established by the teacher and the evaluator.

14.2 Philosophy of Evaluation

- 14.2.1 It is the philosophy of the Superintendent that the principal purpose of evaluation should be to contribute to the professional growth and development of staff.
- 14.2.2 It is understood that while the instruments of evaluation have the intent of being objective, the process of evaluation in itself is a subjective process. Individuals involved in the implementation of the evaluation program are exchanging perceptions and personal points of view, and hence, should approach their task with empathy and an understanding of the imperfection of such endeavors.
- 14.2.3 Evaluation procedures affected on these premises can, hopefully, be used successfully for the improvement of instruction and to encourage individual self-growth and development in the performance of assignment.

14.3 Purposes of Evaluation

The evaluation procedures have the following purpose:

- 14.3.1 To comply with the requirements of state law.
- 14.3.2 To upgrade the quality of instructional services provided for the students.
- 14.3.3 To identify and recognize outstanding, professional performance of individual staff members.
- 14.3.4 To identify areas of weakness in the performance of individual staff members so that proper procedures of assistance can be designed to support them to become more effective in the performance of their assigned duties.

14.3.5 To identify staff members whose services are unsatisfactory.

14.4 Evaluation Procedures

14.4.1 Frequency of Evaluation: Evaluation and assessment of the performance of each certificated staff member shall be on a continuing basis, at least once each school year for Preliminary Credential holders, and at least every three (3) years for Clear Credential holders.

14.4.1.1 Any certificated staff member may be evaluated more frequently if the need for such evaluation is deemed to exist by the administrator.

14.4.1.2 In the case of any unit member who has served longer than three (3) years and has received an unsatisfactory evaluation, the Superintendent shall annually evaluate the teacher until a positive evaluation is achieved or employment is terminated.

14.4.2 Inauguration of Evaluation Procedure: All annual evaluations shall commence with an Initial Conference Agreement between the teacher and the administrator.

14.4.2.1 The pre-evaluation conference shall include a discussion about the California Standards for the Teaching Profession (CSTPs) and the establishment of performance goals and activities.

14.4.2.2 The teacher will complete the Self Evaluation Tool and review the CSTP Rubrics. Through the discussion with the administrator, the teacher will identify two (2) CSTP standards (one of the standards must be from the CSTP Standard Six) and develop goals and activities as well as a plan to progress on said goals/activities.

14.4.2.3 The conference between the teacher and administrator shall be completed according to the Evaluation Time Line.

14.4.3 Certificated Evaluation Tool Kit: To prepare the lesson for the formal observation the teacher has the following teacher tools available:

- The CSTP Self-Evaluation Tool
- The CSTP Rubrics for:
 - General Educators and Mild/Moderate Special Educators
 - Moderate/Severe Special Educators

- General Educators and Mild/Moderate/Severe Educators CSTP Activity Tool Kit

14.4.4 Evaluation Conference:

14.4.4.1 The teacher will complete the Formal Teaching Evaluation Form and self-reflect in all areas of the CSTPs, before the Final Evaluation Conference.

14.4.4.2 The administrator will also complete the Formal Teaching Evaluation Form and reflect on all observation notes and CSTP Rubrics, before the Final Evaluation Conference.

14.4.4.3 At the evaluation conference, the administrator and teacher will:

- share and discuss all reflections, and
- review the administrator's recommendations and commendations, and
- develop a Professional Growth Plan.

14.4.4.4 Any evaluation which contains an unsatisfactory rating or standard not consistent with CSTP standard expectations shall, as determined necessary by the Director of Special Education and/or designee, participate in a Plan For Improvement.

14.4.5 Teacher Response: The teacher may respond following any evaluation conference.

14.4.5.1 The teacher may submit a written statement to the Human Resources Department Chair, within five (5) working days from the receipt of the evaluation review.

14.4.5.2 In the response, the teacher may list any comments deemed desirable and/or take any exceptions to viewpoints discussed during the evaluation conference.

14.4.5.3 Responses can include both negative and positive comments.

14.4.6 Signing and Distribution of Reports: The teacher and the administrator shall jointly sign all evaluation forms. The original copy of all evaluation forms and reports are to be deposited in the employee's personnel file within ten (10) days of the final conference. A copy of all forms will be given to the staff member.

14.5 Definitions of Terms

14.5.1 Administrator/Evaluator: Holder of Level 1 or 2 Administrative Credential or a Program Specialist who co-evaluates with an Administrative Credential Holder.

14.5.2 Evaluatee: Teacher/Staff person who is being evaluated.

14.6 Evaluation Time Line

14.6.1 Preliminary Credential Holders

	Procedure	Time Limit
14.6.1.1	Initial conference agreement including CSTP Self-Evaluation Tool & CSTP Rubrics	On or before November 1 st
14.6.1.2	Observations: Walk-Through and form observation	On or before January 25 th
14.6.1.3	Final evaluation conference regarding CSTP Rubrics, administrators' observation notes and teacher self-reflection. Evaluation to be placed in Personnel file	On or within 10 days of the observation
14.6.1.4	Professional Growth Plan or Work Improvement Plan	
14.6.1.5	Teacher response	If so desired, within five (5) working days of the Final Conference

14.6.2 Clear Credential Holders

14.6.2.1 Clear Credential Holders may choose to use the process and time line above, OR may determine a goal and design a project (to be approved by the administrator) by November 1st of the evaluation year. The administrator and the teacher will develop a mutually-agreed upon 2-year time line to complete the project.

14.7 Evaluation of Standards-Aligned Instruction

14.7.1 The following will take each standard and pose relevant questions teachers should consider in planning instruction. Observable classroom activities will also be suggested as an indication of what a teacher might do and what an administrator might see as evidence that the Standard is being addressed. It is important to note that these are only suggestions and are, by no means, intended to prescribe or limit instructional practice. Good teaching is an evolving

process as described in the Learning to Teach Continuum. A process that is strengthened by trial and error, experimentation and successful experience.

14.7.2 Standards One through Five are typically observable in classroom settings. Please note that Standard Six has to do with developing as a professional educator and, as such, will require observation and evaluation outside the regular classroom environment.

14.7.2.1 STANDARD ONE:

1. How can teachers help students connect previously acquired knowledge with new material?
2. How can teachers help students connect classroom instruction to their own experience and cultural heritage?
3. How can teachers facilitate autonomy, group interaction, and choice in learning?
4. How can teachers engage students in critical thinking and problem solving?
5. How can teachers assist students in directing their own learning?

14.7.2.2 Observable Activities:

- Open lessons with interest-catching manipulatives to capture attention
- Building on student comments/questions to extend understanding
- Spontaneous changes in lesson plans based on student interest and questions
- Appropriate cooperative learning assignments
- Assigning roles for panels or individual characterizations
- Assigning long term research projects
- Using consistent open-ended questioning
- Assigning individual oral reports
- Using technology to encourage inquiry

- Speaking clearly and using vocabulary accessible to all students
- Building lessons around unexpected events
- Encouraging multiple approaches and solutions in problem solving
- Encouraging students to analyze and describe their own learning processes and progress
- Facilitating strategies for accessing knowledge and information

14.7.2.3 STANDARD TWO: Creating and Maintaining Effective Environments for Student Learning

1. How can teachers create a physical environment that engages all students?
2. How can teachers establish a climate that promotes fairness and respect?
3. How can teachers promote positive social development and group responsibility?
4. How can teachers establish and maintain student behavior standards that are consistent with school and district standards?
5. How can teachers plan and implement classroom procedures that support student learning?
6. How can teachers use instructional time most effectively?

14.7.2.4 Observable Activities:

- Classroom arranged for positive interaction
- Accommodation of arrangements for individual and group learning
- Facilitation of student access to materials and technology
- An environment that reflects the subject (s) being taught

- Safe and clean classroom
- Important safety information displayed
- Assistance for students to become sensitive to others' differences
- Modeling of fairness, equity, and respect
- Inappropriate behavior is responded to in a fair and equitable way
- Students are encouraged to take risks and to be creative
- Contributions of all students are acknowledged and supported
- Students are encouraged to accept and respect divergent points of view
- Development of self esteem is facilitated
- Opportunities for leadership are created
- Student behavior expectations are posted and reviewed
- Conflict resolution among students is facilitated
- Rules are enforced fairly and consistently
- Activities are paced for maximum student engagement
- Adequate time for students to complete activities is provided
- Materials and equipment are prepared in advance
- Even transitions between learning activities are provided

14.7.2.5 STANDARD THREE: Understanding and Organizing Subject Matter for Student Learning

1. How can teachers demonstrate knowledge of subject matter and student development?
2. How can teachers organize the curriculum to ensure student understanding?

3. How can teachers interrelate ideas and information across and within subject areas?
4. How can teachers develop student understanding through appropriate instructional strategies?
5. How can teachers use materials, resources, and technologies to make subject matter accessible to students?

14.7.2.6 Observable Activities:

- Identifiable key concepts, relationships and underlying themes in a subject matter
- Subject matter knowledge is kept current
- Building of the understanding of student cognitive and linguistic development
- Curriculum that is organized and sequenced to increase student learning
- Subject matter has been organized to reveal and value cultural perspectives
- Subject/grade level expectations and frameworks have been incorporated in the organization of subject matter
- Key concepts are identified and integrated across subject matter areas
- A variety of instructional strategies are being used
- Students are challenged to think critically
- Technology is being utilized to convey key subject matter concepts

14.7.2.7 STANDARD FOUR: Planning Instruction and Designing Learning Experiences For All Students

1. How can teachers draw on and value students' backgrounds, interests and developmental learning needs?
2. How can teachers establish and articulate goals for student learning?

3. How can teachers develop and sequence instructional activities and materials for student learning?
4. How can teachers design short-term and long-term plans to foster student learning?
5. How can teachers modify instructional plans to adjust for student needs?

14.7.2.8 Observable Activities:

- Students' past knowledge and experience incorporated in lesson planning
- Student diversity incorporated in to lesson and activity planning
- Teacher knowledge of physical, social, and emotional development utilized in lesson planning
- High expectations are established for student learning
- Subject matter is sequenced to enable students to see connections and relationships across curricular areas.
- Instructional time is organized to enable learning, review, and assessment
- Instructional plans are revised based on formal and informal assessment
- Emergency lesson plans that are current and easily understood have been prepared for substitute teachers

14.7.2.9 STANDARD FIVE: Assessing Student Learning

1. How will teachers establish and communicate learning goals for all students?
2. How will teachers collect and use multiple sources of information to assess student learning
3. How will teachers involve and guide all students in assessing their own learning?
4. How will teachers use the results of assessments to guide instruction?

5. How will teachers communicate with students, families, and other stakeholders about student progress?

14.7.2.10 Observable Activities:

- District and State standards, frameworks, and other sources are used as guides in developing student learning goals
- Students and families are involved in goal planning as appropriate
- Learning goals are appropriate to language development and acquisition, as well as other special needs
- A variety of assessments are used in determining what students are able to do
- Assessment tools support student learning
- Grades are based on multiple sources of information
- Grading policies are fairly and equitably applied
- Tools and guidelines that help students assess their own work have been developed
- Opportunities for students to engage in peer discussion of their work are provided
- Informal assessments are used to adjust instruction while teaching
- Assessment data is used to plan more effective ways of teaching subject matter
- Assessment data is used to meet individual student needs
- Regular feedback is provided to students about their learning progress
- Regular communication with families about their student's progress is initiated

14.7.2.11 STANDARD SIX: Developing As a Professional Educator

1. How can teachers reflect on teaching practice and plan professional development?
2. How can teachers establish professional goals and pursue opportunities to grow professionally?
3. How can teachers work with communities to improve professional practice?
4. How can teachers work with families to improve professional practice?
5. How can teachers work with colleagues to improve teaching and learning?

14.7.2.12 Observable Activities:

- Learning about teaching happens while interacting with and observing students
- Instructional successes and challenges are reflected upon to move practice forward
- Professional development plans that are based on reflection and analysis
- Opportunities for professional development are sought after
- An attitude of lifelong learning is apparent
- Current knowledge of instructional strategies and technology are expanded
- The students' community and its role in student learning is valued and respected by the teacher
- Collaboration between families, community, and the school is promoted
- Local community resources are sought out and used to support student learning
- An understanding of student families has been developed

- Positive interactions between the school and community is promoted
- Families are encouraged to participate in classroom and school activities
- Opportunities to collaborate with colleagues are created
- Participation in school-wide decisions
- Collaboration with all relevant members of the school community to support student success
- Observations of colleagues are used to improve teaching
- Communication with students, families, and school personnel is conducted in a professional and effective manner
- Appropriate supervision and direction for paraprofessionals, student aides, student teachers and volunteer is provided
- Participation in school committees to review and revise curriculum
- Facilitation of support, as appropriate, to maintain a balance of personal and professional responsibility

ARTICLE 15: SAFETY CONDITIONS

15.1 Safe Working Conditions

15.1.1 A unit member shall not be required to work in unsafe conditions or to perform tasks that endanger his/her or the student's health, safety, or well-being.

15.1.2 All alleged violations of safe working conditions shall be reported to the unit member's immediate supervisor in writing. Within ten (10) days the supervisor will provide in writing corrections that have been made.

15.1.3 No unit member shall be disciplined or discharged by the Superintendent for refusing to perform fully all of his/her duties under known extraordinary dangerous and hazardous conditions not normally associated with duties of teaching personnel.

15.1.4 Unit members are encouraged to submit work orders to the department administrator for his/her approval to correct unsafe work conditions.

15.2 County Office Compliance

The Superintendent shall conform to and comply with all health, safety, and sanitation requirements which from time to time are imposed by state or federal law or regulations adopted under state or federal law.

15.3 Reporting Abuse, Threats and Suspicious Persons

Unit members shall report any suspected case of child abuse to the proper local authorities. Threats and abuse to one's own person should be immediately reported to the employee's supervisor and authorities. The immediate supervisor should be made aware of any questionable people appearing on school grounds.

15.4 No Discrimination

No unit member shall be discriminated against, in any way, as a result of reporting any condition believed to be a violation of this article.

ARTICLE 16: STATUTORY AND JUDICIAL CHANGES

- 16.1 Improvements in unit member benefits which are mandated on local County Offices by California or Federal law, and which related to specific dates covered by the terms of this Agreement, shall be incorporated into this Agreement.
- 16.2 Legislative or judicial reduction or elimination of unit member benefits covered by the terms of this Agreement shall obligate the parties, upon request of either party, to schedule negotiations within ten (10) days of such request for the purpose of seeking resolution of the matter.

ARTICLE 17: HEALTH AND WELFARE FRINGE BENEFITS

17.1 Active Employee Benefits

The Superintendent shall provide each unit member with health and welfare benefits in accordance with Appendix “B-1.”

17.2 Retired Employee Benefits

The Superintendent shall provide each unit member who retires during the term of this Agreement with health and welfare benefits in accordance with Appendix “B-2.”

17.3 Pro-Rated Benefits

Employees who work at least three point five (3.5) hours a day will receive a pro-rated benefit allowance (i.e. percentage of full-time equivalent).

17.4 Duration of Benefits

17.4.1 Unit members who work a complete school year shall be entitled to receive twelve (12) months of County Office-paid benefits.

17.4.2 Upon initial employment, a unit member’s health and welfare benefits shall commence in accordance with rules of the insurance provider.

17.4.3 Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

ARTICLE 18: SALARIES

18.1 Salary Schedule

Each unit member shall be compensated in accordance with his/her placement on the Certificated Salary Schedule which is attached and incorporated by reference as Appendix "A."

18.2 Salary Schedule Implementation

18.2.1 The annual salaries set forth in this Agreement shall be paid in accordance with Education Code. Monthly salaries are payable in accordance with Glenn County Superintendent of Schools procedures with appropriate deductions.

18.2.1.1 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include Federal and State Income Tax and State Teachers Retirement System.

18.2.1.2 Optional deductions are those deductions the unit member may elect to have taken from his/her gross earnings. Optional deductions must be initialed in writing by the unit member. Such authorizations shall remain in effect continuously until the Superintendent receives from the unit member a written notice withdrawing the authorization for a particular deduction.

18.2.2 Credit for service outside the County Office, up to twenty (20) years, shall be allowed on the salary schedule at the rate of one (1) step for each one (1) year of prior service.

18.2.3 All unit members shall advance one (1) vertical step on the salary schedule for each year of service. The exceptions are those unit members whose placement is at the maximum step for their class. To qualify as a year of service, the employee shall have rendered service to the Superintendent on not less than seventy-five percent (75%) of the work days of the school year.

18.2.4 All college units taken for salary schedule credit, after initial employment, shall meet at least one (1) of the following criteria:

18.2.4.1 Course work directly related to the unit member's present or foreseeable future teaching assignment with the County Office.

18.2.4.2 Course work that clearly increases the unit member's value to the Superintendent.

18.2.5 All units for placement/movement on the salary schedule shall be from an accredited college or university and in semester hours or any units approved by

the Superintendent. Quarter hours (unit) shall be converted to semester hours (unit) by multiplying the total of such hours (unit) by two-thirds (2/3).

18.2.6 Unit members who expect to advance from one (1) column to another on the salary schedule in the coming year shall give written notice to the Human Resources Department not later than May 1 of the preceding year.

18.2.6.1 Supporting records or transcripts verifying successful completion shall be submitted to the Human Resources Department by September 15, unless unavailable, of the year for which the unit member is to move.

18.2.6.2 Temporary verification, which indicates satisfactory completion of the course(s), shall be sufficient evidence to meet the 18.2.6.1 requirement. The unit member shall, however, provide the official transcript or affidavit document to the Superintendent as soon as it becomes available.

ARTICLE 19: MISCELLANEOUS PROVISIONS

- 19.1 Within thirty (30) days of ratification of this Agreement by both parties herein, the Superintendent will prepare and deliver copies of the agreement to the Association Officers for distribution. The Agreement will be posted and available on GCOE Website.
- 19.2 A unit member's notification to the Superintendent that he/she intends to resign shall remain revocable until such time as the Superintendent officially takes action on such notification.

ARTICLE 20: PERSONAL AND ACADEMIC FREEDOM

- 20.1 Unit members shall be entitled to full rights of citizenship and no personal, religious or political activities of any teacher (or the lack thereof) shall be grounds for any disciplinary action or discrimination in regard to employment, providing these activities do not violate any reasonable County Office regulation and/or the state or federal law, nor interfere with the operations of the County Office.
- 20.2 The Superintendent shall be permitted to restrict a unit member's speech and use of materials in the classroom and school setting to the extent that the restriction is reasonably related to a legitimate educational concern.

ARTICLE 21: TRANSFER AND REASSIGNMENT

21.1 Definitions

21.1.1 “Transfer”

Transfer refers to a move from one site location to another certificated position.

21.1.2 “Reassignment”

Reassignment refers to any Superintendent action which results in the movement of a unit member from the one position classification he or she holds to another at the same site.

21.2 Criteria

In determining the transfer or reassignment of unit members, the Superintendent will give consideration to the following criteria in order of priority:

21.2.1 Program needs of the County Office.

21.2.2 The experience and training of unit members available for reassignment.

21.2.3 The seniority of the unit member in the service of the Superintendent. (Seniority: Other criteria being equal, no unit member shall be reassigned if there is another unit member with less County Office-wide seniority who is qualified to fill the vacancy.)

21.2.4 The recommendation of the unit member’s immediate supervisor.

21.3 Voluntary Transfers

21.3.1 A unit member may request transfer to any position for which the unit member is qualified.

21.3.2 Notices of all vacancies will be made available to unit members as follows:

21.3.2.1 Written notice shall be provided to all certificated unit members.

21.3.3 The Superintendent shall have discretion to approve or deny any voluntary transfer request by unit members, provided, however, that a unit member who requests transfer and whose request is denied shall be provided written confirmation that the request has been considered, denied, and the reasons therefore before applicants not presently employed by the Superintendent are hired.

21.3.4 A request for transfer may be withdrawn at any time prior to official confirmation that the transfer has been affected.

21.4 Involuntary Transfers

21.4.1 The Superintendent shall have discretion to initiate and implement the involuntary transfer of any unit member for any reason deemed by the Superintendent in its discretion to be satisfactory, subject to the following limitations:

21.4.1.1 The reason for such transfer must be one or more of the following:

21.4.1.1.1 Excess staff;

21.4.1.1.2 A need for specialized skills;

21.4.1.1.3 Corroborated staff friction;

21.4.1.1.4 A need for improvement in performance where transfer could benefit the unit member and/or the students;

21.4.1.1.5 The educational needs of the pupils.

21.4.1.2 No unit member will be involuntarily transferred if said unit member has been involuntarily transferred within a period of two (2) prior school years unless there is no other qualified unit member.

21.4.1.3 Volunteers will be given first consideration, provided, however, that the Superintendent shall have discretion to transfer a unit member even if there may be a volunteer available.

21.4.2 The procedures for involuntary transfer shall be as follows:

21.4.2.1 The unit member to be transferred and the director will first have a conference regarding the transfer.

21.4.2.2 After the conference between the unit member and the director, the unit member shall be notified in writing as to the reasons for the transfer, and given an opportunity to object.

21.4.2.3 Should the unit member object, a second conference will be held with a representative designated by the Superintendent and the director to resolve the matter. The Association shall have the right to have a representative present at this conference if requested by the unit member.

21.4.2.4 Should the unit member still object to the transfer after the second conference, the Superintendent shall have the discretion to implement

the transfer over the unit member's objections, provided the Superintendent has confirmed the reason originally given for the transfer.

21.5 Emergency Assignments

Changes in assignment to meet emergency needs (i.e., when no substitute can be acquired) can be required of any credentialed unit member. Credentialed staff can be assigned to substitute in classrooms when all reasonable efforts to secure outside substitutes have been exhausted.

21.6 Tentative Teaching Assignments

Each unit member should be informed of his/her tentative teaching assignment for the coming school year by July 1.

ARTICLE 22: TRAVEL

See Board Policy 3350. (See *Appendix "E"*)

ARTICLE 23: CONCERTED ACTIVITIES

- 23.1 Both the Superintendent and the Association support an ongoing, uninterrupted educational experience of the pupils in their charge. Therefore, it is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal or failure to fully and faithfully perform job functions and responsibilities during the term of this Agreement. Also, there will be no interference with the operation of the County Office by the Association or by its officers, agents or unit members during the term of this Agreement.
- 23.2 The Superintendent and the Association recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members and management staff to do so.

ARTICLE 24: ORGANIZATIONAL SECURITY

24.1 Right to Organize

Employees shall have the absolute right to form, join, or participate in the organization(s) of their choice. Employees shall not be required as a condition of employment to pay dues to any organization that they have not freely and voluntarily agreed to pay. Employees shall elect to be either dues-paying members of the Association or service fee payers.

24.2 Fee Deductions

Further, the Superintendent agrees to deduct from the pay of any employee of the Superintendent, whether they are or are not members of the Association, such dues or fees on the prescribed form provided by the County Office and the Association.

24.3 Duration of Membership

Employees of the unit who are dues paying members of the Association during the term of this Agreement shall be required to maintain membership for the duration of this Agreement. Nothing contained in this Agreement, however, shall deprive the employee of the right to terminate his obligation to the employee organization within a period of thirty (30) days after the expiration of this Agreement.

24.4 Authorization of Deductions

Any unit member may sign and deliver to the Superintendent an assignment authorization deduction of unified membership dues, initiation fees, general assessments in the Association or a service fee. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the Superintendent shall deduct one-tenth (1/10) of such dues or service fee from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be prorated.

24.5 Remittance of Deductions

With respect to all sums deducted by the County Office pursuant to authorization of the unit member, whether for membership dues or service fee, the Superintendent agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made.

24.6 Fulfillment of Provisions

The Association agrees to furnish any information needed by the Superintendent to fulfill the provisions of this Article.

24.7 Other Deductions

Upon appropriate written authorization from the unit member, the County Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Superintendent.

24.8 Agency Fee

24.8.1 Any bargaining unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a service fee as determined by the Association in an amount not to exceed the standard initiation fee, unified dues, and general assessments of the Association, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such service fee in accordance with Section 17.4 of this Article. Upon request, the Association shall rebate the difference between the amount of dues and the amount of the service fee.

24.8.2 Unit members have the right to pay the service fee directly to the Association; however, if the Association notifies the Superintendent that the unit member has not paid the fee or authorized a payroll deduction, the County Office shall immediately begin payroll deduction as provided in Education Code Section 45061. For the duration of this Agreement, those who choose to pay directly to the Association will pay annual dues by September 30. The Association shall provide unit members with notice and an explanation of the service fee and the appeal procedure.

24.8.3 If a unit member is a bona fide religious objector and objects (in order to be a religious objector a member must have a letter on file or they become an agency fee member) to payment of the service fee, he/she shall contribute an amount equal to the service fee to a recognized charitable organization that shall be a non-religious, non-labor organization exempt from taxation under Section 503(c)(3) of Title 26 of the Internal Revenue Code. The unit member must have a letter with the Association stating their religious objection. The unit member shall contribute an amount equal to the service fee to one of the following recognized charities: (a) the March of Dimes; (b) the American Cancer Society; (c) United Fund; (d) the American Heart Association; and (e) Special Olympics.

24.8.4 The Association shall indemnify and hold the Superintendent harmless from any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the organizational security provision of this Agreement or their implementation. The Association also agrees to pay to the Superintendent all attorneys' fees and legal costs incurred in defending against such actions. The Association shall have the exclusive right to

decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

**2020-2021
GLENN COUNTY OFFICE OF EDUCATION
SPEECH & LANGUAGE THERAPIST AND SCHOOL NURSE**

Step	Daily	Annual	Based on
1	\$ 355.03	\$ 66,390.10	187 Days
2	\$ 369.09	\$ 69,019.68	
3	\$ 384.26	\$ 71,855.73	
4	\$ 399.40	\$ 74,687.88	
5	\$ 415.64	\$ 77,724.56	
6	\$ 415.64	\$ 77,724.56	
7	\$ 415.64	\$ 77,724.56	
8	\$ 415.64	\$ 77,724.56	
9	\$ 415.64	\$ 77,724.56	
10	\$ 444.89	\$ 83,194.87	
11	\$ 444.89	\$ 83,194.87	
12	\$ 444.89	\$ 83,194.87	
13	\$ 444.89	\$ 83,194.87	
14	\$ 444.89	\$ 83,194.87	
15	\$ 474.14	\$ 88,663.62	
16	\$ 474.14	\$ 88,663.62	
17	\$ 474.14	\$ 88,663.62	
18	\$ 474.14	\$ 88,663.62	
19	\$ 474.14	\$ 88,663.62	
20	\$ 503.36	\$ 94,129.25	
21	\$ 503.36	\$ 94,129.25	
22	\$ 503.36	\$ 94,129.25	
23	\$ 503.36	\$ 94,129.25	
24	\$ 503.36	\$ 94,129.25	
25	\$ 532.61	\$ 99,598.78	
26	\$ 532.61	\$ 99,598.78	
27	\$ 532.61	\$ 99,598.78	
28	\$ 532.61	\$ 99,598.78	
29	\$ 532.61	\$ 99,598.78	
30	\$ 532.61	\$ 99,598.78	

CREDIT FOR PRIOR EXPERIENCE POSITION REQUIREMENTS AND EXTENDED WORK YEARS SERVICE.
Experience may be initially granted on a year for year basis to a maximum of five years Degree, credential and other job requirements are included in the official job description for each position which is contained in the Administrative Policies Handbook.

Masters Degree/Doctorate: \$1000 Annual; Paid monthly and prorated for Part-time employees

Approved: Tracey Quavne Date: 8-31-2020
Superintendent of Schools *by Judy Lovane*

2020-2021

Glenn County Office of Education Certificated Teacher

CERTIFICATED SALARY SCHEDULE

Effective July 1, 2020

Based on

182

Days

Step	BA + 45	Annual	BA + 60	Annual	BA + 75	Annual
1	\$ 256.93	\$ 46,761	\$ 263.90	\$ 48,030	\$ 270.50	\$ 49,231
2	\$ 262.57	\$ 47,788	\$ 267.56	\$ 48,696	\$ 274.25	\$ 49,913
3	\$ 268.41	\$ 48,851	\$ 273.52	\$ 49,781	\$ 280.36	\$ 51,025
4	\$ 274.36	\$ 49,934	\$ 279.88	\$ 50,938	\$ 286.88	\$ 52,212
5	\$ 280.44	\$ 51,040	\$ 286.68	\$ 52,176	\$ 293.85	\$ 53,480
6	\$ 286.67	\$ 52,174	\$ 294.99	\$ 53,688	\$ 302.36	\$ 55,030
7	\$ 293.68	\$ 53,450	\$ 306.67	\$ 55,814	\$ 314.34	\$ 57,209
8	\$ 301.45	\$ 54,864	\$ 316.00	\$ 57,512	\$ 323.90	\$ 58,950
9	\$ 308.36	\$ 56,122	\$ 325.61	\$ 59,261	\$ 333.75	\$ 60,743
10	\$ 312.29	\$ 56,837	\$ 335.52	\$ 61,065	\$ 347.10	\$ 63,172
11	\$ 316.35	\$ 57,576	\$ 345.72	\$ 62,921	\$ 360.98	\$ 65,699
12	\$ 320.54	\$ 58,338	\$ 356.24	\$ 64,836	\$ 375.42	\$ 68,327
13	\$ 321.64	\$ 58,538	\$ 366.18	\$ 66,645	\$ 390.44	\$ 71,060
14	\$ 322.76	\$ 58,742	\$ 375.59	\$ 68,357	\$ 406.06	\$ 73,903
15	\$ 323.90	\$ 58,950	\$ 385.23	\$ 70,112	\$ 422.30	\$ 76,859
16	\$ 323.90	\$ 58,950	\$ 395.05	\$ 71,899	\$ 426.52	\$ 77,627
17	\$ 323.90	\$ 58,950	\$ 399.88	\$ 72,778	\$ 430.79	\$ 78,404
18	\$ 323.90	\$ 58,950	\$ 404.77	\$ 73,668	\$ 435.10	\$ 79,188
19	\$ 323.90	\$ 58,950	\$ 412.36	\$ 75,050	\$ 439.45	\$ 79,979
20	\$ 323.90	\$ 58,950	\$ 421.59	\$ 76,729	\$ 450.43	\$ 81,979
21	\$ 323.90	\$ 58,950	\$ 423.56	\$ 77,088	\$ 454.94	\$ 82,799
22	\$ 323.90	\$ 58,950	\$ 429.00	\$ 78,078	\$ 459.49	\$ 83,627
23	\$ 323.90	\$ 58,950	\$ 430.63	\$ 78,375	\$ 464.08	\$ 84,463
24	\$ 323.90	\$ 58,950	\$ 434.66	\$ 79,108	\$ 468.72	\$ 85,308
25	\$ 323.90	\$ 58,950	\$ 441.34	\$ 80,324	\$ 480.44	\$ 87,440
26	\$ 323.90	\$ 58,950	\$ 442.89	\$ 80,606	\$ 485.25	\$ 88,315
27	\$ 323.90	\$ 58,950	\$ 444.53	\$ 80,904	\$ 490.10	\$ 89,198
28	\$ 323.90	\$ 58,950	\$ 447.87	\$ 81,512	\$ 495.00	\$ 90,090
29	\$ 323.90	\$ 58,950	\$ 449.51	\$ 81,811	\$ 499.95	\$ 90,991
30	\$ 323.90	\$ 58,950	\$ 451.06	\$ 82,093	\$ 512.45	\$ 93,266

CTE/Student Services Teacher: 210 days

Transition Specialist Teacher: 195 days, 205 days

Individual cells increased for parity per agreement. All cells in BA +75 at least 2.5% greater than BA +60 in corresponding step

CREDIT FOR PRIOR EXPERIENCE POSITION REQUIREMENTS AND EXTENDED WORK YEARS SERVICE. Experience may be initially granted on a year for year basis to a maximum of five years Degree, credential and other job requirements are included in the official job description for each position which is contained in the Administrative Policies Handbook.

Masters Degree/Doctorate: \$1000 Annual; Paid monthly and prorated for Part-time employees

Approved: Tracey Quavne Dated: 8-31-2020
 by Judith Forman

Appendix "A"
 August 4, 2020

GLENN COUNTY SUPERINTENDENT OF SCHOOLS

Health & Welfare Benefits for Active Employees

Seven Hundred Fifty Dollars (\$750.00) Monthly Allowance effective July 1, 2012

Seven Hundred Eighty-Seven Dollars (\$787.00) Monthly Allowance effective July 1, 2013

Eight Hundred Forty-Five Dollars (\$845.00) Monthly Allowance effective July 1, 2014

One Thousand Thirty-Nine Dollars (\$1,039.00) Monthly Allowance effective July 1, 2015

One Thousand One-Hundred Twenty-Seven (\$1,127) Monthly Allowance effective July 1, 2016

One Thousand One-Hundred Forty-One (\$1,141) Monthly Allowance effective July 1, 2017

One Thousand One-Hundred Fifty-Two (\$1,152) Monthly Allowance effective July 1, 2018

One Thousand One-Hundred Fifty-Six (\$1,156) Monthly Allowance effective July 1, 2019

One Thousand One-Hundred Sixty-Four (\$1,164) Monthly Allowance effective July 1, 2020

GLENN COUNTY SUPERINTENDENT OF SCHOOLS

Health & Welfare Benefits for Retired Employees

The Glenn County Superintendent of Schools agrees to provide the same Medical, Dental, and Vision benefits to all retirees immediately following conditions: The monthly allowance is \$1,164.00.

1. Retiree must have reached the age of 55.
2. Retiree must have the following years of service with the Superintendent.
 - 1 year of benefits at 10 years
 - 2 years of benefits at 15 years
 - 3 years of benefits at 20 years
 - 4 years of benefits at 25 years
 - 5 years of benefits at 30 years
3. The retiree's spouse and/or dependents will be added to the retiree's coverage for as long as the retiree is eligible.
4. Cessation of coverage for retirees shall take place if the member is subsequently employed by any employer, other than the Superintendent, who provides a comparable package of benefits.
5. If the retiree qualifies for Medicare during coverage, the Superintendent will pay for all supplemental costs up to the cost covered by the fringe benefit package for regular employees.
6. Cessation of coverage for the spouse and/or dependent shall take place three (3) months after the death of the retired member.
7. Retirees may elect to continue to purchase the Tiered Rate medical plan and, at age sixty-five (65), the Medicare rates with Medicare A & B through the Glenn County Office of Education if they have met the criteria in 1 and 2 above.
8. For retirees working less than ten (10) years with the Superintendent, they have the option to purchase the benefits.

GLENN COUNTY SUPERINTENDENT OF SCHOOLS

**GLENN COUNTY SUPERINTENDENT OF SCHOOLS
LEVEL I GRIEVANCE FORM**

NOTE: Before filing a formal written grievance, the grievant **shall** attempt to resolve the grievance in an informal conference with his/her immediate supervisor **within ten (10) days after the grievant knew or should reasonably have known** of the alleged violation of the Collective Bargaining Agreement.

Date of Informal Conference: _____ Supervisor Present at Informal: _____

1. Specific Contract provision(s) alleged to have been violated:

ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____
ARTICLE ____ PARAGRAPH ____	ARTICLE ____ PARAGRAPH ____

2. The date, or date(s), on which the violation allegedly occurred: _____

3. Describe how the Contract Articles/Paragraphs listed in #1 above were violated; facts must be provided.

 _____ (Attach additional sheets if necessary)

4. Explain why the County Office's proposed solution at the informal level was not acceptable. Be specific.

 _____ (Attach additional sheets if necessary)

5. What remedy do you want: _____

Date Submitted:	Date Received:
Grievant's Signature:	Received By:

6. County Office's Level I Response: _____
 _____ (Attach additional sheets if necessary)

**GLENN COUNTY SUPERINTENDENT OF SCHOOLS
LEVEL II GRIEVANCE APPEAL FORM**

A copy of the prior Level I written grievance form, and the response, must be attached to this Appeal.

Date Level I filed: _____

Date decision rendered: _____

Date Level II filed: _____

Received by: _____

Reason(s) for Appeal: _____

Specific Remedy Sought: _____

Grievant's Signature: _____

County Superintendent's Level II Response: _____

_____ (Attach additional sheets if necessary)

INITIAL CONFERENCE AGREEMENT

Name: _____

Date: _____

School: _____

Number in Caseload: _____

Program Type: Mild/Mod Mod/Severe Severe General

Credential Status:

- Internship Credential
- Preliminary Level I Education Specialist Instruct Credential
- Clear Level II Education Specialist Instruction Credential
- Clear Single Subject
- Clear Multiple Subject

Goals Selected: Chose one standard PLUS Standard 6

- Standard 1: Engaging and Supporting All Learners
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- Standard 5: Assessing Students Learning
- Standard 6: Developing as a Professional Educator

Activities to meet goals in CSTP

- 1.
- 2.
- 3.
- 4.

Date of Agreement: _____ Formal Observation Date: _____

Formal Evaluation Conference Date: _____

Teacher Signature: _____

Administrator Signature: _____

SELF EVALUATION TOOL
(Use with Teacher Tool Kit)

Teacher _____

Date _____

School _____

Period Covered by this Evaluation _____
School Year

Dates of Conferences: Initial: _____
Final: _____

Dates of Observations _____

Status of Teacher: ___ Temporary ___ Probationary ___ Permanent Grade Levels Being Taught _____

1. Practice Not Consistent with Standard Expectation	2. Developing Beginning Practice
3. Maturing Beginning Practice	4. Experienced Practice that Exemplifies Standards

STANDARD 1 – Engaging and Supporting All Students in Learning	1	2	3	4
1-1 Connecting students’ prior knowledge, life experiences, and interests with learning goals				
1-2 Using a variety of instructional strategies and resources to respond to students’ diverse needs				
1-3 Facilitating learning experiences that promote autonomy, interaction, and choice				
1-4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful				
1-5 Promoting self-directed, reflective learning for all students				
STANDARD 2 – Creating and Maintaining Effective Environments for Student Learning	1	2	3	4
2-1 Creating a physical environment that engages the student				
2-2 Establishing a climate that promotes fairness and respect				
2-3 Promoting social development and responsibility				
2-4 Establishing and maintaining standards for student behavior				
2-5 Planning and implementing procedures and routines that support student learning				
2-6 Using instructional time effectively				
*2-7 Directs activities of classroom paraprofessionals, aides, volunteers, peer tutors (CEC)				
*2-8 Utilizes positive behavior support techniques (CEC)				
*2-9 Encourages interactions with typical peers across instructional settings (CEC)				
STANDARD 3 – Understanding and Organizing Subject Matter for Student Learning	1	2	3	4
3-1 Demonstrating knowledge of subject matter content and student development				
3-2 Organizing curriculum to support student’s understanding of subject matter				
3-3 Interrelating ideas and information within and across subject matter areas				
3-4 Developing student understanding through instructional strategies that are appropriate to the subject matter				
3-5 Using materials, resources and technologies to make subject matter accessible to students				
*3-6 Adapts/modifies subject matter to meet students’ individual needs (CEC)				
STANDARD 4 – Planning Instruction and Designing Learning Experiences for All Students	1	2	3	4
4-1 Drawing on and valuing student’s backgrounds, interests, and developing learning				
4-2 Establishing and articulating goals for student learning				
4-3 Developing and sequencing instructional activities and materials for student learning				
4-4 Designing long and short term plans to foster student learning				
4-5 Modifying instructional plans to adjust for student needs				
*4-6 Develops and implements IEP goals to address students’ individual needs (SP. ED. ONLY)				
STANDARD 5 – Assessing Student Learning	1	2	3	4
5-1 Establishing and communicating learning goals for all students				
5-2 Collecting and using multiple sources of information to assess student learning				
5-3 Involving and guiding students in assessing their own learning				

5-4 Using results of assessments to guide instruction and assignments				
5-5 Communicating with students, families, and other audiences about student progress				
*5-6 Develops and administers nonbiased, nondiscriminatory assessment (CEC)				
*5-7 Utilizes assessment data to develop individual Education Programs (IEP) (SP. E. ONLY)				
*5-8 Evaluates instruction and monitors progress of individuals with exceptional learning needs (CEC)				
STANDARD 6 – Developing As a Professional Educator	1	2	3	4
6-1 Reflecting on teaching practice and planning professional development				
6-2 Establishing professional goals and pursuing opportunities to grow professionally				
6-3 Working with communities to improve professional practice				
6-4 Working with families to improve professional practice				
6-5 Working with colleagues to improve professional practice				
6-6 Assumes initiative and responsibility for tasks and assignments				
*6-7 Collaborates with general education classroom teachers and other school and community personnel to integrate students across instructional environments (SP. ED. ONLY)				
*6-8 Uses verbal, nonverbal, and written language effectively (CEC)				
*6-9 Upholds high standards of competence and integrity and exercises sound judgment the practice of the profession (CEC)				

Administrators Signature

Date

Teacher's Signature

Date

*** Special Education Teacher Standard only**
*** Added from Council of Exceptional Children**

***CERTIFICATED EVALUATION TOOL KIT**

Observation/Evaluation Notes

California Standards for the Teaching Profession

STANDARD 1:

Engaging & Supporting all Students in Learning

- Use of artifacts, pictures, drawings to develop vocabulary, interest, manipulative
- Use of cooperative groups
- Use of SDAIE techniques
- Use of collaborative and group presentations
- Use of open-ended questions, applying subject matter to current events
- Assigning of long-term research projects
- Creating personal goals for learning by students

STANDARD 2:

Creating & Maintaining Effective Environments for Student Learning

- Interest centers, extending activities, students access to materials, student work displays
- Conflict resolution activities
- Cross age tutoring, Peer tutoring, sharing
- Teacher and students discussion of behavior consequences
- Role playing (teacher-student modeling)
- Periodic review and self-evaluation of activities planned-rubric discussion/self-evaluation
- Effective curriculum planning

STANDARD 3:

Understanding & Organizing Subject Matter for Student Learning

- Posting of Visuals that relate to subject; sharing of personal experiences
- Giving students clear expectations: daily objectives on board, long-term goals, check-off lists, ongoing assessments
- Assigning of journal writing, story problems- illustrate/write, role-play, skits
- Actively engaging students; multiple modalities, group work, self-evaluation
- Using manipulative/hand-on activities, use of computer programs for reinforcement; Internet research, and guest speakers

STANDARD 4:

Planning Instruction & Designing Learning Experiences for all Students

- Projects/Posters showing cultural diversity
- Activities that meet multiple levels
- Lesson Plans showing modifications/expectations for special populations
- Agenda posted for day and/or work
- Placement of progress timelines around classroom
- Long term projects – research projects
- Portfolios
- Frequency of assessment
- Yearly lesson plans
- Student-created learning units
- Cooperative learning groups with emphasis on students explaining lessons
- Checking for understanding and repeating guided practice if necessary

STANDARD 5:

Assessing Student Learning

- Semester learning plans, posted standards and standards sent home to parents
- Students given knowledge of “how” they are evaluated
- Portfolios, standardized tests, observations
- Self-monitoring charts, grouping, teacher/student conferencing
- Skill based learning
- Regular progress letters to parents

STANDARD 6:

Developing as a Professional Educator

- Staff meeting participation, IEPs, parent conferences, committees, yard duty, advising/supervising of students
- Self-Improvement (conferences, classes, continuing education), extra curricular activities supervision
- Evidence gathering: Is the teacher: prepared, knowledgeable, even-tempered, punctual, and respectful of others, courteous, actively involved; appropriately attired, well mannered; ethically bound; responsive to constructive criticism, and mindful of the school hierarchy?
- Ability to work cooperatively with individuals and in groups

FORMAL TEACHING EVALUATION FORM

Name: _____ Date: _____

California Standards for the Teaching Profession

Standard 1: Engaging & Supporting All Students in Learning		
Teacher Reflections	Common Reflections	Administrator Reflections

Standard 2: Creating & Maintaining Effective Environments for Student Learning		
Teacher Reflections	Common Reflections	Administrator Reflections

Standard 3: Understanding & Organizing Subject Matter for Student Learning		
Teacher Reflections	Common Reflections	Administrator Reflections

Standard 4: Planning Instruction & Designing Learning Experiences for All Students		
Teacher Reflections	Common Reflections	Administrator Reflections

Standard 5: Assessing Student Learning		
Teacher Reflections	Common Reflections	Administrator Reflections

Standard 6: Developing as a Professional Educator		
Teacher Reflections	Common Reflections	Administrator Reflections

Commendations:

Recommendations:

RE-EMPLOYMENT RECOMMENDATIONS

- Professional Growth Plan
- Plan for Improvement Needed

Administrator Signature: _____ Date: _____

Teacher Signature: _____ Date: _____

Note: Signature of employee indicates the above Performance Review was discussed with the Reviewer and does not necessarily indicate agreement on the part of the employee. If the employee disagrees with the above review, he/she may submit a written statement to the Department head within five (5) working days from the receipt of the review. The employee's statement will be attached to the performance Review and submitted to the employee's personnel file.

Employee's Signature: _____ Date: _____

PLEASE ROUTE THIS A CONFIDENTIAL

PROFESSIONAL GROWTH PLAN

Employee's Name: _____ Date: _____

Position: _____ Primary Administrator: _____

Advisory Evaluator: _____

Goal/goals:

Objectives:

Department Director

**GLENN COUNTY SUPERINTENDENT OF SCHOOLS
GLENN COUNTY CALIFORNIA TEACHERS ASSOCIATION
COUNTY OFFICE OF EDUCATION
TRAVEL POLICY**

ADMINISTRATIVE AND NON-INSTRUCTIONAL OPERATIONS

TRAVEL EXPENSES

The Glenn County Office of Education shall pay expenses, including travel, incurred by any employee performing authorized services.

The County Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.

Expenses shall be reimbursed within established limits. The County Superintendent or designee shall establish procedures for the submission and verification of expense claims.

The County Superintendent may establish an allowance on either a mileage or monthly basis to reimburse designated employees for the use of their own vehicles in the performance of assigned duties.

The County Superintendent or designee must approve all out-of-state travel.

Policy Relates to:

- All Programs
- K-12
- Senior Nutrition
- Child and Family Services
- ROP/Adult Education
- Charter School

GLENN COUNTY OFFICE OF EDUCATION ADMINISTRATIVE REGULATIONS AR 3350(a)

ADMINISTRATIVE AND NON-INSTRUCTIONAL OPERATIONS

REGULATIONS REGARDING TRAVEL EXPENSES

Glenn County Office of Education employees should travel on official Administrative only when it is the best available alternative for accomplishing Glenn County Office of Education Administrative.

Supervisors shall be responsible to:

1. Assure that official travel is necessary
2. Determine the most economical mode of transportation
3. Avoid duplicate travel or backtracking whenever possible
4. Assure that the claim is accompanied by receipts or vouchers for every item of expenses except:
 - a. Meals equal to or less than the per diem amount.

Meals Allowances

1. Out-of-county reimbursement will be allowed up to the following amounts (excluding alcoholic beverage):

Lodging: (Receipt Required)
Breakfast: \$ 8.00 (departure must be before 7.00 a.m.)
Lunch: \$12.00
Dinner: \$19.00 (arrival home after 7.00 p.m.)
\$39.00

If an individual meal cost exceeds the allowance, the supervisor may approve reimbursement of the excess cost when claim includes an itemized receipt.

2. In-county meals will be reimbursed for approved meetings with state, county, or local officials when directed to attend by the County Superintendent or designee to conduct official Administrative. With prior approval, meetings with private individuals may include meal reimbursement in limited situations where official Administrative only can be conducted during a common meal period.

Note: Reimbursement claim must include name of individual(s) and purpose

3. No meal reimbursement will be allowed when meals are provided at the workshop or meeting.

Policy Relates to:

- All Programs
- K-12
- Senior Nutrition
- Child and Family Services
- ROP/Adult Education
- Charter School

GLENN COUNTY OFFICE OF EDUCATION ADMINISTRATIVE REGULATIONS AR 3350(b)

ADMINISTRATIVE AND NON-INSTRUCTIONAL OPERATIONS

REGULATIONS REGARDING TRAVEL EXPENSES

Transportation Allowances

Reimbursable costs:

1. Actual private vehicle miles at the current IRS mileage rate
2. Actual cost of fare on any transportation services
(obtain lowest available discount rates when making reservations)
3. Actual cost for handling or transporting any required baggage

Reimbursement criteria:

1. Airfare:
 - a. Claims shall conform to latest published airfares
 - b. Claims will be reimbursed for "coach" class only
 - c. If an employee chooses to drive rather than fly, reimbursement will not exceed lowest published airfares.
2. Glenn County Office of Education owned vehicles:
 - a. Actual costs incurred for fuel or repairs will be reimbursed if Glenn County Office of Education credit cards supplied cannot be used for such expenses.
3. Privately owned vehicles:
 - a. Mileage is allowed at the current IRS approved rate.
 - b. Reimbursable miles are those traveled between the employees' assigned headquarters/duty assignment and the approved destination.
 - c. Staff required to travel on a non-duty day may be reimbursed from their home to destination.
 - d. Reimbursement is allowed for ferry fares, bridge tolls, parking, terminal transportation, gratuities, and other applicable costs.
 - e. Vehicle must carry liability and property damage insurance at the minimum amounts established by California State Law.
 - f. Employee's will be reimbursed for out of pocket deductible costs for repairs of damage incurred while using their vehicle for department Administrative. The total reimbursement per year shall not exceed \$1,200.

NOTE: Claims must be submitted on approved Glenn County Office of Education forms and filed with their immediate supervisor within 60 days.

Policy Relates to:

- All Programs
- K-12
- Senior Nutrition
- Child and Family Services
- ROP/Adult Education
- Charter School

GLENN COUNTY OFFICE OF EDUCATION ADMINISTRATIVE REGULATIONS AR 3350(c)

ADMINISTRATIVE AND NON-INSTRUCTIONAL OPERATIONS

REGULATIONS REGARDING TRAVEL EXPENSES

Assigned Headquarters/Duty Assignment

The headquarters of the County Superintendent and staff members is the Willows office of the County Superintendent. The County Superintendent may establish an alternate location as headquarters for designated staff members if these individuals are required to spend more than 50% of their time at an alternate location.

Headquarters shall be established for each staff member whose duties require travel and each staff member's residence shall be noted. The first duty assignment for the day can be designated by the supervisor as headquarters.

1. Staff with assigned headquarters:
 - a. Entitled to mileage reimbursement between headquarters and duty assignments
 - b. The miles must in fact have been traveled. Therefore, going directly from home to a duty assignment without going to headquarters or before going to headquarters is not reimbursable until and unless the miles traveled exceed the normal commute miles from the employee's home to headquarters.
2. Staff with their first duty assignment as assigned headquarters:
 - a. Mileage reimbursement is effective from the first duty assignment of the day through the last duty assignment of the day.
 - b. Employees attending full-day meetings at the direction of the County Superintendent or designee will be reimbursed from their home.

Non-Employee Travel With Employee

1. All expenses incurred by a non-employee traveling with an employee will be the responsibility of the employee and not reimbursable by the Glenn County Office of Education.
2. Any registrations or advances will be paid for the employee's expenses only.