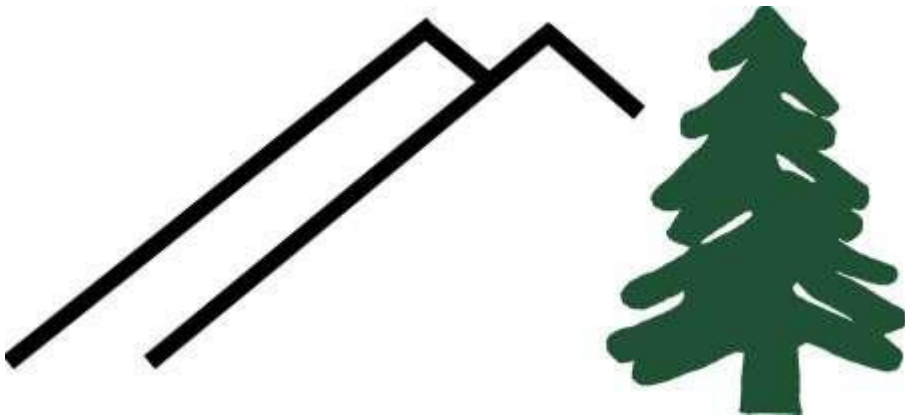


AGREEMENT BETWEEN
the
MODOC COUNTY
SUPERINTENDENT OF SCHOOLS
and the
MODOC COUNTY
TEACHERS ASSOCIATION



July 1, 2017 to June 30, 2020

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ARTICLE 1 ♦ AGREEMENT

1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Modoc County Superintendent of Schools (hereafter referred to as “Superintendent”) and the Modoc County Teachers Association, CTA/NEA (“Association”), an employee organization.

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (“Act”).

1.3 No unit member shall be arbitrarily or discriminatorily dealt with in the administration of this Agreement.

1.4 No certificated employee shall be disciplined without just cause.

1.5 This Agreement shall supersede any rules, regulations, or practices of the Superintendent which may be contrary to or inconsistent with its terms.

ARTICLE 2 ♦ RECOGNITION AND DEFINITIONS

2.1 The Superintendent recognizes the Association as the exclusive representative for all certificated employees of the Superintendent, excluding management, substitute teachers, and confidential supervisory employees as defined in the Educational Employment Relations Act (EERA) for the purposes of meeting and negotiating. (See Government Code, Chapter 10.7, Meeting and Negotiating in Public Educational Employment)

2.2 Definitions:

2.2.1 “Superintendent” refers to the Modoc County Superintendent of Schools.

2.2.2 “Association” refers to the Modoc County Teachers Association, CTA/ NEA.

2.2.3 “Administrator” refers to a District or County Office Administrator.

2.2.4 “County Supervisor” is the County administrator having immediate jurisdiction over the unit member.

2.2.5 A “day” is any unit member work day in which the unit member is required to render services for the Superintendent unless otherwise designated in this contract.

2.2.6 A “Grievance” is an allegation by a unit member or the Association, that the member or members have been adversely affected by a violation of this agreement.

2.2.7 A “Grievant” may be any unit member *or the Association*.

2.2.8 An “Emergency” shall be defined as an act of God or situations which threaten the health, safety, or well-being of the Superintendent’s property, employees, or students.

2.2.9 “Itinerant” shall be defined as a unit member who serves multiple sites.

ARTICLE 3 ♦ MANAGEMENT RIGHTS

3.1 Except as otherwise provided in this agreement, it is understood and agreed that the Superintendent retains all powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers is the exclusive right to:

- determine its organization; direct the work of its employees;
- determine the times and hours of operation;
- determine the kinds and levels of services to be provided, and the methods and means of providing them;
- establish its educational policies, goals and objectives;
- insure the rights and educational opportunities of students;
- determine staffing patterns;
- determine the number and kinds of personnel required;
- maintain the efficiency of Superintendent’s operation;
- determine the curriculum; build, move, or modify facilities;
- establish budget procedures and determine budgetary allocations;
- determine the methods of raising revenue;
- contract out non-unit work; and
- take action in the event of an “emergency.”

The Superintendent retains the right to hire, classify, transfer, assign, evaluate, promote, and terminate employees.

3.2 The exercise of the foregoing rights, authority, duties, and responsibilities by the Superintendent, the adoption of policies, rules, regulations, and practices, shall be limited only by the specific and expressed terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with law.

3.3 The Superintendent retains the right to temporarily amend, modify, or rescind policies, practices, and provisions referred to in this Agreement in cases of “emergency.”

ARTICLE 4 ♦ ASSOCIATION RIGHTS

4.1 The Association and its members shall have the right to use buildings and equipment normally utilized by unit members during the instructional day and at other reasonable hours upon approval subject to the Civic Center Act (Education Code §38130-38138) when it does not conflict with school business. All material shall be supplied by the Association.

4.2 The Association representatives shall have reasonable access to unit members, provided such visitation does not interfere with the educational programs and/or business of the District/County Office. Visiting Association representatives shall inform the building principal, or in

the principal's absence, the office secretary, before effecting such visitations.

4.3 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. The Association may use the Superintendent's mail service and the unit members' mail boxes for communications to unit members, including the email system.

4.4 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the unit members.

4.5 The Superintendent, upon request by the Association, agrees to furnish to the Association, within a reasonable time, specific information concerning the financial resources and professional staffing of the Superintendent. In addition, the Superintendent, upon request, agrees to provide any other public information.

4.6 The Superintendent shall notify the president of the Association at least ten (10) days in advance of any new employee orientation or on-boarding process, and the Association will be allowed at least fifteen (15) minutes to address new bargaining unit members.

4.7 The Superintendent shall provide the Association with the name, job title, department, work location, home & personal cell phone numbers, personal email address on file and home address of any new bargaining unit member within thirty (30) days of hire, unless the employee requests in writing that such information not be furnished. The Superintendent shall also provide the Association with this information for all bargaining unit members at least every 120 days.

ARTICLE 5 ♦ GRIEVANCE PROCEDURE

5.1 Informal Level: *The grievant* will discuss the grievance with the county supervisor within *twenty (20)* days of the occurrence of the alleged act or omission, or after the unit member would reasonably be expected to have knowledge of such event, with the objective of resolving the matter informally.

5.2 Formal Level - Step I: Failing to resolve the difficulty through informal means, the grievant may, within ten (10) days from the informal conference, register a formal grievance. The grievance shall be in writing, on forms provided by the Superintendent (see APPENDIX B), with copies going to the Association, the county supervisor, and the Superintendent or his/her designee, stating the following:

5.2.1 Statement of the Grievance - listing the specific actions and events alleged to violate this Agreement and the provisions violated;

5.2.2 Steps taken to resolve the difference through informal means;

5.2.3 Steps the grievant recommends the Administrator take to remedy the grievance.

5.3 The county supervisor shall communicate the decision in writing to the grievant, with a copy

to the Superintendent or designee and the Association within *ten (10)* days after receiving the Step I grievance.

5.4 Formal Level - Step II: In the event the grievant is not satisfied with the decision at Step I, the grievant may appeal the decision to the Superintendent or designee within ten (10) days after receiving the Step I decision. The written appeal shall contain the following:

5.4.1 A copy of the original grievance.

5.4.2 The decision rendered at Step I.

5.4.3 A clear, concise statement of the reasons for the appeal.

5.5 The Superintendent or designee shall confer with the grievant and shall communicate a decision in writing to the grievant, with a copy to the Association and the county supervisor within ten (10) days after receiving the appeal.

5.6 Formal Level - Step III: Within ten (10) days of receipt of the Step II response, the Association has the option to utilize a state mediator to assist the parties in resolving the grievance.

5.7 Formal Level - Step IV: Arbitration: If the grievant is not satisfied with the decision at Step III, the grievant may request that the Association, at its discretion, submit in writing to the Superintendent a notice of intent to forward the dispute to arbitration. The Association and the Superintendent shall attempt to agree on an arbitrator. If no agreement can be reached, the parties shall request the State Conciliation service to supply a panel of ten (10) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one (1) name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

5.8 The Association has the sole authority and discretion to approve or disapprove any grievance for processing beyond Step II of this Article.

5.9 The fees and expenses of the arbitrator in the hearing shall be borne equally by the Superintendent and the Association. All other expenses shall be borne by the party incurring them.

5.10 Powers of the Arbitrator: The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

5.10.1 The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.

5.10.2 After a hearing, the arbitrator shall submit in writing to all parties: findings of fact, reasoning, and conclusions on the issues submitted.

5.10.3 The decision of the arbitrator shall be final and binding on all parties, subject only to judicial review.

5.11 Representation

5.11.1 No unit member shall be required to be represented by the Association in processing a grievance through Step II.

5.11.2 Any unit member may request the Association to represent the member in all stages of the grievance procedure.

5.11.3 If a unit member pursues a grievance without the interventions of the Association beyond the Informal Level, the grievance shall not be considered resolved until the Association has received notice of the grievance and the proposed solution, and has been given an opportunity to file a written response.

5.12 Time Limits

5.12.1 Failure by the grievant to meet a deadline set in this policy shall terminate the grievance and the grievant shall not have a right to re-file on the same set of facts.

5.12.2 Failure by the Superintendent to meet a deadline set in this policy shall give the grievant the right to proceed to the next grievance processing step.

5.12.3 Time limits in this policy may be modified by mutual agreement between the grievant and the Superintendent.

ARTICLE 6 ♦ ORGANIZATIONAL SECURITY

6.1 Membership

6.1.1 California Teacher Association (CTA) shall notify the County Office of Education (COE) of all members who are subject to dues deductions.

6.1.2 CTA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues for employees in the bargaining unit who have freely and voluntarily consented to be dues-paying members of CTA. Within fifteen (15) days of the applicable payroll date, the COE will forward to CTA all deductions.

6.2 Dues Deduction

6.2.1 The COE shall deduct, in accordance with the current CTA dues schedule, dues from the wages of all employees who have freely and voluntarily consented to be dues-paying members of CTA.

6.2.2 The COE shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after each submission.

6.2.3 The COE shall refer all employee requests to revoke membership to CTA and shall rely on information provided by CTA regarding whether membership or dues deductions were properly cancelled or changed.

6.3 Application of Agreement

6.3.1 Whether or not a unit member pays dues as set forth above, all provisions of this Collective Bargaining Agreement shall apply equally to all employees within the bargaining unit.

6.4 Hold Harmless Provision

6.4.1 Pursuant to applicable laws, as amended, unit member requests to cancel or change authorizations for payroll deductions for CTA shall be directed to CTA, who shall be responsible for processing these requests. CTA certifies that it has and will maintain originals or accurate copies of all individual unit member authorizations, and shall not be required to submit them to the COE unless a dispute arises about the existence or terms of the written authorization, or as agreed between the parties, or as authorized by law. CTA shall indemnify the COE as required by law for any claims made by unit members regarding deductions made in reliance on CTA's notification of authorized deductions.

ARTICLE 7 ♦ EVALUATIONS

7.1 Every certificated unit member, with less than two years of service, shall be evaluated by the MCOE Administration, in writing, once each school year. Unit members, with more than two years of service, shall be evaluated every other year by MCOE administration. Unit members employed by MCOE for eight (8) continuous years of service may be evaluated every five (5) years. These evaluations shall be based on classroom observations and other items relating to unit member performance.

7.1.1 Staff receiving unsatisfactory evaluations shall be evaluated by the MCOE administration with district collaboration as needed and specified in an improvement plan.

7.1.2 Designated Instruction and Services (DIS) unit members shall be evaluated by the SELPA director or other Superintendent's designee.

7.2 Observations for the purpose of evaluations shall be made by the Administration. The unit member shall be notified if they are to be evaluated, and who their primary evaluator will be, by September 15th.

7.2.1 Prior to the initial observation a unit member may request a change in the prime evaluator. If such a request is denied, the Superintendent will provide a written explanation of the reasons of denial.

7.2.2 No unit member shall be evaluated by an administrator who is a member of his/her immediate family.

7.3 No later than October 1st of each year, the Superintendent or designee shall meet with unit members who are to be evaluated during the year to review the specific time lines involved.

7.4 Formal observations shall last at least thirty (30) continuous minutes, and shall be followed by a post observation conference within five (5) days of the observation.

7.4.1 A pre-observation conference between the prime evaluator and the unit member shall be held within five (5) days prior to the observation.

7.4.2 The prescheduled observation shall take place during the unit member's routine activities.

7.4.3 An evaluation shall be based upon at least one (1) duty related observation.

7.4.4 The pre-observation conference and observation shall take place no later than February 8th.

7.5 An informal observation may include, but is not limited to, observations made during a walkthrough of the classroom, staff meetings or adjunct duties. Informal observations, which will be used as a part of the written Summary Evaluation Performance Form, may be discussed with the employee. The employee will receive an Informal Observation Form (Appendix C) within five (5) days of the observation, if information will be used as a part of the Written Summary Evaluation Performance Form.

7.6 If a unit member's performance during the observation is judged not to meet MCOE standards by the prime evaluator, the unit member shall, upon written request within five (5) days of the post observation conference, be entitled to one prearranged subsequent observation.

7.6.1 The requested observation shall be completed no later than March 15.

7.6.2 A pre-observation conference between the prime evaluator and the unit member shall be held within five (5) days prior to the requested observation.

7.6.3 The requested observation shall last at least thirty (30) continuous minutes and shall be followed by a post observation conference within five (5) days of the observation.

7.7 Each evaluated unit member shall be given a final evaluation by the prime evaluator, in writing, no later than sixty (60) calendar days before the end of the school year. This evaluation shall be based on classroom observations and other items relating to teaching performance.

7.7.1 The final evaluation shall rely upon data collected through observation and evaluation conferences. Unsubstantiated hearsay shall not be used in the evaluation process.

7.7.2 Within thirty (30) days of receipt of the written evaluation, the unit member may attach to the evaluation any statement which shall become a part of the evaluation record.

7.7.3 Results of evaluations shall be placed in unit members' personnel files.

7.8 In the event a unit member is performing below MCOE standards, the primary evaluator shall notify the unit member in writing of such facts and describe such substandard performance.

7.8.1 In the case of a negative observation/evaluation, the primary evaluator or designee shall take positive action to assist the unit member in correcting any cited deficiencies, and the unit member has the responsibility of utilizing the suggestions and help offered to remediate the identified problem area.

7.8.2 The primary evaluator or designee's role to assist the unit member shall include one or more of the following: specific recommendations for improvement, in writing; direct assistance to implement the recommendation(s); provision of additional resources to be used to assist the unit member; techniques to measure improvement; time schedule to monitor progress.

7.9 If performance below MCOE standards is reflected in a written evaluation, and subsequent to that, in the primary evaluator or designee's opinion, improvement has taken place, a written statement will be included reflecting the improvement.

7.10 Unit members shall not participate in the evaluation(s) and/or observations of other unit members.

7.11 A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or ability to correct deficiencies.

7.12 The evaluation forms as agreed to, shall be added to the contract as Appendices C - I.

ALTERNATIVE EVALUATION OPTION

7.13 A unit member may be evaluated every five years using an alternative evaluation option or regular evaluation process provided member:

1. Has been employed by the Superintendent for at least eight years;
2. Received an overall evaluation rating of "Meets Standards or Exceeds Standards" on most recent evaluation; and
3. The unit member and the MCOE immediate supervisor agree in writing to the five year evaluation cycle, with the understanding that the unit member or the evaluator may withdraw consent at any time.

7.13.1 The unit member will collaborate with the evaluator on developing an alternative evaluation plan by October 15th. Unit members and evaluators are encouraged to be innovative and collaborative in developing an evaluation plan that will include a focus or essential question and an action plan for the improvement of teaching skills, improvement of student achievement or the implementation of new programs. The employee shall complete an Alternative Evaluation Proposal Form (Appendix H) prior to meeting.

7.13.2 By April 15th, the unit member and the evaluator shall meet to review the Summary

of Alternative Evaluation (Appendix I). The employee shall provide the evaluator with their evidence collected during the school year. Evidentiary materials of accomplishments may include, but are not limited to the following:

1. Self-appraisal
2. Professional Journal
3. Peer observation
4. Research of the focus or essential question
5. Portfolio of accomplishments

ARTICLE 8 ♦ PERSONNEL FILES

8.1 Each unit member's official personnel file shall be maintained in locked file cabinet(s) at the Modoc County Office of Education central office. The contents of all personnel files are confidential and their use shall be restricted to official Superintendent business.

8.2 Materials in personnel files of unit members, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the unit member involved. Such material is not to include ratings, reports or records which were (1) obtained prior to employment of the unit member involved; (2) were prepared by identifiable examination, committee members; or (3) were obtained in connection with a promotional examination.

8.3 Every unit member shall have the right to inspect and obtain a copy of personnel file materials upon request, provided that the request is made at a time when the unit member is not actually required to render services to the Superintendent. The materials shall be made available within five (5) County Office working days of the request.

8.4 The person or persons who draft and/or place non-routine materials in a unit member's personnel file shall sign, date, and appropriately stamp the material. The unit member shall be notified of the pending action within ten (10) days by certified mail or hand delivery. The unit member may make a written response in a timely fashion, which will be attached to the appropriate document.

8.5 Material in personnel files determined to be negative by the unit member shall be destroyed after remaining in the files for a period of four (4) years, to the extent permitted by law.

8.6 The contents of all personnel files shall be kept in the strictest confidence.

8.7 Each personnel file shall have a log which includes the name, date, and reason of all individuals accessing the files.

ARTICLE 9 ♦ PUBLIC CHARGES

9.1 Any material complaint from a citizen or parent about a unit member shall be reported to the unit member by the administrator receiving this complaint as soon as practicable, but in no event later than within twenty (20) days of the actual event or when the complainant reasonably shall be expected to have knowledge of the complaint.

9.2 Informal Investigation: An appropriate administrator will discuss the complaint with the complainant and/or the unit member and endeavor to resolve the complaint as soon as possible, but in no event later than ten (10) days of receipt of any written complaint.

9.3 Formal Investigation: Public complaints not formally investigated will not be filed in the unit member's personnel file. Formal investigation shall mean a meeting between the unit member and appropriate administrator, and if possible, the person making the complaint. The unit member may request a meeting with the Superintendent or designee if unit member is not satisfied with the resolution of the complaint.

9.4 Before a record of the complaint is filed in the unit member's personnel file, the complaint shall be in writing, dated, and signed by the complainant. A unit member may attach a written response to the complaint, if it is to be placed in the unit member's file.

9.5 The Superintendent shall not dismiss or refuse to reemploy a unit member on the basis of unproven allegations in a citizen or parent complaint.

ARTICLE 10 ♦ HOURS AND ADJUNCT DUTIES

10.1 The work year for subsequent years shall be and one hundred eighty-six (186) days, consisting of 180 instructional days and 6 inservice/work days.

10.1.1 Unit members shall have the choice of attending District or other Professional Growth options, with prior approval of the Superintendent.

10.1.2 No personal leave days may be utilized to fulfill the six (6) inservice/work days.

10.1.3 Compensation for uncompleted inservice/work days and all associated STRS service credit shall be deducted from the unit member's end of the year payroll at the unit member's daily rate of pay if requirements are not met by June 20th of each school year.

10.1.4 One inservice/work day shall be utilized by the unit members for classroom preparation prior to the beginning of the school year.

10.1.5 MCOE shall organize five (5) inservice/work days for each school year.

10.1.6 MCOE will attempt to schedule three of the inservice/work days to coincide with the Districts'.

10.1.7 Two MCOE organized inservice/work days shall be completed by unit members. The Superintendent will consider individual alternative options.

10.2 Dates will be negotiated as part of the calendar meet-and-confer process, to be commenced no later than May 1st prior to the beginning of each school year.

10.3 The school calendar of the school district in which classes are maintained shall be controlling.

10.4 Itinerant unit members shall follow the school district calendar where their main assignment is located in determining student contact/teaching days.

10.5 If the Superintendent should request changes in the yearly calendar after the end of the prior school year, and if such change should cause the unit member great inconvenience, the unit member shall have the option of remaining with the original calendar schedule or adjusting duty days by mutual consent of the Superintendent and the unit member.

10.5.1 Unit members work days will be scheduled as close as possible to the first duty day of the district calendar of the unit member's primary assignment. There shall be no more than three (3) non-duty days (excluding weekends) between MCOE work days and beginning of district calendars.

10.5.2 The summer school calendar of the school district in which classes are maintained shall be controlling.

10.6 Workday

10.6.1 Unit members shall work an average of seven (7) hours per work day, excluding a minimum of one-half ($\frac{1}{2}$) hour duty free lunch period.

10.6.2 School site routine schedules such as lunch breaks will be followed, in as much as they coordinate with the unit member's seven hour day. Minimum day schedules shall coincide with the day of District teachers at each school site.

10.6.3 The day for all special classes shall be, in length of time, the same as the day for general education classes of pupils of similar chronological age in the school district in which the special class and centers are maintained.

10.6.4 The working day for Itinerant personnel shall begin and end at the assigned office.

10.7 Unit members may be required to attend Superintendent staff meetings. Release time shall be provided for these meetings, including travel.

10.8 Unit member participation in District committees or extracurricular activities shall be on a voluntary basis with the exception of the school site staff meetings.

10.9 Unit members shall be required to attend in-service workshops, parent conferences, staff meetings, Individual Education Program (IEP) meetings and others, as designated by the Superintendent, during, before, or after regular school hours.

10.10 Unit members shall follow applicable policies of the district in which they work when requesting a substitute.

10.10.1 When a substitute is obtained, the unit member shall not return to work, and shall be placed on personal leave or personal necessity leave, if available, for the day in question, if the unit member fails to notify the school of the unit member's intent to return to work at least one (1) hour prior to the close of the preceding work day when such failure results in a substitute being secured.

10.10.2 When a unit member is absent, she/he will follow the appropriate procedures for reporting the absence and ensuring substitute coverage.

10.11 MCOE certificated staff shall be provided a preparation period. Such preparation period shall be equivalent to host school schedule and will be covered from within the existing staff at no additional cost to MCOE.

10.11.1 Compensation will be paid at the rate of 1/7 of MCOE substitute rate if an MCOE employee is required to use preparation time to cover another MCOE teacher's class. Any such assignment shall be mutual consent of management and staff.

10.12 MCOE and MCTA agree that a newly hired teacher will be provided with an orientation day outside the regular work year. This day will be before the beginning of the school year. Participation is required and will be compensated at the Modoc Joint Unified School District substitute rate. Mileage will be given from district of assignment.

ARTICLE 11 ♦ TEACHING CONDITIONS

11.1 When scheduling permits, a unit member shall be included in interview sessions of prospective classroom instructional assistants.

11.2 The Superintendent or designee will consult with a unit member prior to the instructional assistants being assigned to the unit member's classroom. If possible, no instructional assistants will be assigned to a unit member without consent.

11.3 If a unit member is not satisfied with the performance of an instructional assistant, the unit member may request intervention on the part of the Superintendent. After consultation with the unit member, an instructional assistant may be reassigned if substandard or deficient performance can be substantiated.

11.4 The Superintendent or designee, and the unit member may assign duties to be performed by the instructional assistant.

11.5 Substitutes shall be provided for instructional assistants if a program will be seriously disrupted by the absence of the assigned instructional assistant. The decision shall be at the discretion of management.

11.6 When possible, unit members shall have prior notice of meetings regarding conditions of employment, including the subject of the meeting, and may have representation at the

meeting.

11.7 The Superintendent will attempt to provide classroom budget balance information to unit members by September 30.

11.8 Unit member classroom budgets will be a minimum of \$500 annually, which can be carried over to a maximum of \$1,000.

ARTICLE 12 ♦ CLASS SIZE / CASELOADS

12.1 All attempts will be made to maintain a maximum of twenty-eight (28) resource specialist program (RSP) students, fourteen (14) special day class (SDC) students per classroom, or a comparable average in special education combination classes when possible. (Ratio of 2 RSP to 1 SDC students)

12.1.1 Applications for waivers to exceed state mandated class size limits will be cosigned by the Association, to comply with state regulations.

12.2 In the event the student-teacher ratio established by this article or a state-mandated special education class size is exceeded for ten (10) days, an additional instructional assistant will be provided to the unit member.

ARTICLE 13 ♦ TRANSFERS/VACANCIES

13.1 A transfer is a change in work site or job assignment.

13.2 The Superintendent or designee shall notify all unit members by mail of any unit vacancies. Vacancies include a new position or an existing position. This includes vacancies that occur during vacation or summer recess. The notice shall contain a closing date for submitting requests for transfer, which is in no event less than fourteen (14) calendar days, except for unforeseen circumstances. The vacancy shall not be filled before the closing date.

13.3 When transfers are anticipated, the Superintendent or designee will contact the Association prior to the closing date of the anticipated opening. A team of up to three unit members, selected by the Association, will meet with the Superintendent and/or designees within 14 calendar days to share ideas regarding the anticipated transfer.

13.4 Prior to making a final decision, at the unit member's request, the Superintendent shall be available to meet, in person or by phone, to discuss the member's anticipated voluntary/involuntary transfer.

13.5 Criteria for transfers shall be based on, but not limited to, the following: the educational needs of the program, the unit member's credentials, seniority, experience and training, and number of involuntary transfers within the last five (5) years. These criteria are not listed in priority order.

13.6 Unit members who are transferred during the school year shall be allowed two (2) preapproved days of release time for preparation prior to the effective date of the transfer. The Superintendent shall provide assistance in the moving of the unit member's material whenever a unit member is transferred.

13.7 Prior to contracting services that unit members are credentialed to perform within districts geographical boundaries served by the Superintendent, the Superintendent will follow the procedure described in article 12.2.

13.8 Voluntary Transfers

13.8.1 Unit members who desire a transfer after the posting of a vacancy notice shall submit a request in writing to the Superintendent consistent with the vacancy notice. If the unit member requests that his/her application for transfer be kept confidential, the matter shall be treated as confidential as practicable.

13.8.2 No outside applicant shall be selected to fill a vacancy or a newly created unit position if there is a qualified unit member applicant, as determined by the application process.

13.8.3 A transfer request shall not be denied arbitrarily or for retaliatory reasons.

13.8.4 The unit member shall be notified if their request for a voluntary transfer is denied. The unit member may make a written request to meet and discuss the reasons for the denial. This written request shall be made within 14 calendar days of the notification. The unit member may request and receive the reasons in writing for the denial within 14 calendar days.

13.8.5 Voluntary transfers will be sought prior to any involuntary transfers whenever practicable.

13.9 Involuntary Transfer

13.9.1 Notice of pending involuntary transfer shall be given to unit members at least thirty (30) calendar days prior to the transfer except for unforeseen circumstances. Superintendent and Association will meet and confer regarding any unforeseen circumstance.

13.9.2 Involuntary transfers of more than fifty (50) miles will only be made in the event of lack of work, lack of funds, or other unforeseen circumstances.

13.9.3 When temporary vacancies are created by a unit member on a leave status, and when one-way travel exceeds 50 miles from their current assignment, the Superintendent will employ a temporary or substitute unit member, as appropriate, and will not involuntarily transfer a unit member into that position.

ARTICLE 14 ♦ MISCELLANEOUS

- 14.1 Any individual contract between the Superintendent and an individual unit member heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement.
- 14.2 Important communications will be distributed to all unit members in a timely manner.
- 14.3 The Superintendent shall attempt to reduce any unnecessary duplication of paperwork.
- 14.4 The Superintendent shall defend and hold harmless any MCOE certificated employee from any lawsuit or claim arising out of the performance of their duties under the Medi-Cal program.

ARTICLE 15 ♦ LEAVES

15.1 Personal Illness and Injury Leave

15.1.1 Full-time unit members shall be entitled to one (1) day, or seven (7) hours leave with full pay for each month worked, for purposes of personal illness or injury. This leave shall be available to the unit members from the first workday of each year. Unit members who work less than full-time shall be entitled to accumulate and use illness/injury leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.

15.1.2 Summer school unit members shall be entitled to 2/3 day, or 4.7 hours sick leave per month taught. Unit member employees of the 6 week summer session shall be entitled to 1.5 months of summer school sick leave. (4.7 hours X 1.5 months = 7 hours sick leave). For full day summer school programs, unit members shall be entitled to sick leave proportional to the amount of time worked. (e.g. 20 days work = 1 day sick leave)

15.1.3 If a unit member does not utilize the full amount of leave as authorized in Paragraph 15.1, Personal Illness and Injury Leave in any school year, the amount not utilized shall be accumulated from year to year.

15.1.4 Medical verification will not be requested for illness or injury leave of three (3) consecutive days or less.

15.1.4.1 Where the Superintendent has a reasonable suspicion of abuse of this leave, a medical verification may be requested before, during or after the leave.

15.1.4.2 When a medical verification is to be required for an upcoming leave, the Superintendent will inform the unit member before or during the member's leave, allowing sufficient time during the leave for the unit member to obtain such verification. The unit member will provide the required medical verification within ten (10) days of return from the leave.

15.1.5 A unit member who is absent shall have deducted from the accumulated leave, corresponding time based on hourly segments.

15.2 Long Term Illness Leave and Differential Pay

15.2.1 After all earned leave as set forth in Paragraphs 16.1, Personal Illness and Injury Leave, and 16.3, Personal Necessity Leave is exhausted, additional non-accumulated, long term illness leave shall be available for a period, not to exceed 100 work days, provided that the provisions of Paragraph 16.1.4, (medical verification, if required) are met. The 100 day period shall begin as provided in the California Education Code.

15.2.2 The rate of pay shall be the difference between the unit member's regular pay and that of a substitute teacher. The rate of substitute pay shall be at normal rates, with the maximum rate being no higher than Column I, Step 1 of the Salary Schedule for Certificated Personnel.

15.3 Personal Necessity Leave (Sick Leave)

15.3.1 "Personal Necessity" is defined as paid leave for personal business and emergencies. It is deducted from accumulated sick leave.

15.3.2 Each unit member shall be entitled to use up to seven (7) days of his/her accumulated sick leave allotment during any school year in case of personal necessity.

15.3.3 Unit members shall submit notification for personal necessity leave to the Superintendent at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.

15.3.4 No more than two (2) unit members per school site shall be absent for personal necessity leave on a given day without prior approval by the Superintendent.

15.4 Personal Leave (Not sick leave)

15.4.1 "Personal Leave" is defined as paid leave. It is not deducted from accumulated sick leave.

15.4.2 Unit members may use up to three (3) days of personal leave. Such leave shall be used at the discretion of the unit member who shall not be required to explain the reason.

15.4.3 Unit members shall request this absence at least 24 hours in advance to the Superintendent whenever possible.

15.4.4 No more than two (2) unit members per school site shall be absent for personal leave on a given day without prior approval by the Superintendent.

15.4.5 Unit members not using all their personal leave days will be compensated \$100 for each personal leave day not used. This will be paid by June 30th.

15.5 Bereavement Leave

15.5.1 Each unit member shall be entitled to three (3) days paid leave of absence, or five (5) days when out-of-state travel or one-way travel in excess of 160 miles is involved, or six (6) days paid leave of absence for travel over 500 miles, on account of death of any member of the unit member's immediate family. This leave shall not be cumulative and shall not be deducted from the unit member's sick leave allotment.

15.5.2 For purposes of this Article, "Immediate Family" is defined as the mother, father, grandmother, grandfather or grandchild of the unit member, 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, or any person living in the unit member's immediate household.

15.6 Jury Duty Leave

15.6.1 Unit members shall be granted leave, without loss of pay, to serve as a juror.

15.6.2 Travel allowance, lodging allowance, and other similar allowances paid to the unit member for service on jury duty shall accrue to the unit member; stipends for the service shall be endorsed to the Superintendent.

15.6.3 When released, or when jury duty is completed, the unit member shall return to the work site for the remainder of the day.

15.7 Witness Leave

15.7.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness for work related matters.

15.7.2 Travel allowance, lodging allowance, and other similar allowances paid to the unit member for work related witness leave shall accrue to the unit member; stipends or fees for the service shall be endorsed to the Superintendent.

15.8 Inservice Leave

15.8.1 Upon request to and approval of the Superintendent, unit members may be entitled to paid leave each school year, for the purpose of attending such courses, programs, workshops, seminars or other activities which the Superintendent deems may enhance the professional qualifications of the unit member, and thereby accrue professional value to the Superintendent.

15.9 Sabbatical / Study Leave

15.9.1 The Superintendent retains the discretionary right to grant, upon request, unpaid

leaves for sabbatical/study reasons. Such leave shall not exceed one (1) calendar year in duration.

15.9.2 Requests for sabbatical/study reasons shall be limited to unit members who have completed seven (7) complete years of County Office service and shall be accompanied by such documentation as is necessary to demonstrate the purpose and goals of the proposed studies, and to include the manner in which the proposed study may be expected to accrue benefit to the Superintendent.

15.10 Pregnancy Disability Leave

15.10.1 Unit members are entitled to use sick leave as set forth in Paragraph 16.1, Personal Illness and Injury Leave, above, for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician.

15.10.2 The Superintendent may require a verification of the disability through a physical examination of the unit member by the unit member's physician.

15.10.3 Unit members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in Paragraph 16.1, Personal Illness and Injury Leave, and Paragraph 16.2, Long Term Illness Leave and Differential Pay, have been exhausted. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician.

15.10.4 The unit member on leave for pregnancy disability shall be entitled to return to the same position, if still available, and if not, then to a position comparable to that held at the time the leave commenced.

15.11 Family Leave (In addition to all other forms of leave)

15.11.1 Unit members may take unpaid family care and medical care and medical leave in accordance with the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act, as amended ("CFRA"). Implementation of this policy is governed by current law.

15.11.2 For family care and medical leave purposes, the "12-month period" in which the 12 weeks of leave entitlement occurs is the 12 month-period measured forward from the date any unit member's first family care and medical leave begins.

15.11.3 Leave increments are limited to one hour or more. Only the amount of leave

actually taken will be counted toward the 12 weeks of leave to which an employee is entitled.

15.11.4 The unit member will be given the option to pay his/her share of premium payments on the same schedule as payments are made under COBRA.

15.11.5 Except as provided by law, on return from family care and medical leave, a unit member shall be entitled to return to the same position the unit member held when leave commenced, or to an equivalent position.

15.11.6 Alleged violations of, or misapplication of the terms of this article shall be resolved by the grievance procedure specified in this Agreement.

15.11.7 Child Bonding Leave/Education Code Section 44977.5

15.11.7.1 Unit members may take up to twelve (12) work weeks of child bonding leave within the first year of the birth of a child or the arrival of an adopted/foster child. The unit member shall be required to exhaust all accumulated sick leave first. Once accumulated sick leave is exhausted, the unit member shall receive the difference between his/her salary and the pay given to the substitute for his or her position during the absence, or if no substitute was employed, the amount that would have been paid to a substitute had he or she been employed, or 50% of his or her salary, whichever is greater, for the remainder of the period of leave. Such leave is subject to the rights, limitations, and obligations in the California Family Right Act, Education Code section 44977.5, and other applicable laws.

15.12 Industrial Accident Leave

15.12.1 Unit members will be entitled to industrial accident leave for personal injury which has qualified for worker's compensation under the provision of the Northeastern Joint Powers Authority (JPA), the Modoc County Office of Education Worker's Compensation Insurance Carrier.

15.12.2 Such leave shall not exceed ninety (90) days, except in cases of assault or battery injury, where such leave shall not exceed one hundred twenty (120) days during which the schools of the County Office are required to be in session, or when the unit member would otherwise have been performing work for the Superintendent in any one fiscal year for the same industrial accident.

15.12.3 When and if there is any challenge to an unit member's physician statement resulting from an industrial leave the Superintendent may require an independent examination if the circumstances justify a verification. Second and third opinions shall be handled according to JPA policy. The Superintendent shall pay the costs of the independent physician's examination, including mileage, lodging and food if the examination requires a stay over, and without loss of pay.

15.12.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the Superintendent any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the unit member would have received as salary had

there been no industrial accident or illness.

15.12.5 If the unit member fails to endorse to the Superintendent any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the Superintendent shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

15.12.6 The Superintendent shall not deduct accumulated illness/injury leave allotment of a unit member who is absent as the result of an industrial accident or illness.

15.13 Association Leave

15.13.1 MCTA unit shall be granted ten (10) days non-cumulative leave annually for Association business. This leave will be granted at the discretion of management to ensure efficient operation of the office. The Association shall compensate the Superintendent for substitute costs for the above leave.

15.14 Personal Leave Without Pay

15.14.1 A unit member may apply for and may be granted an unpaid health leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the Superintendent, upon request, a physician's verification of the member's need for such health leave. Such leave may be extended for an additional twelve (12) months.

15.14.2 The Superintendent may grant a unit member, upon request, an unpaid leave of absence for up to one (1) school year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, Vista, or other personal interests.

15.15 MCOE agrees to provide unit members three (3) release days per school year for required Level 2 Special Education credential classes that are not available during non-duty time.

15.16 Catastrophic Leave

15.16.1 When a catastrophic illness or injury incapacitates an employee or a member of his/her family for an extended period of time and the employee has exhausted all paid leaves of absence, other employees may donate accrued vacation and/or sick leave credits to that employee under the specific requirements of the Superintendent's catastrophic leave program (SP 4161.9).

15.16.2 Donations made under the catastrophic leave program shall be strictly voluntary and confidential.

ARTICLE 16 ♦ SAFETY

16.1 Unit members will not be required to work under unsafe conditions and shall report all such

conditions immediately to their site administrator. The Superintendent agrees to take prompt action to resolve all unsafe conditions.

16.2 Unit members may use reasonable force as is necessary to protect them from attack, to protect another person or property, to quell a disturbance threatening physical injuries, or to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal, and to the appropriate law enforcement agency. Notification of such incident shall be immediately forwarded to the Superintendent.

ARTICLE 17 ♦ NEGOTIATION PROCEDURES

17.1 Not later than February 1st of the calendar year in which this agreement expires, the Association or the Superintendent should submit their contract proposals unless the parties mutually agree to do otherwise. The Superintendent or the Association, upon receipt of these proposals, will reply promptly.

17.2 The Association shall designate three (3) representatives who shall receive reasonable release time to negotiate. In addition, the designated representatives shall receive thirty (30) minutes of preparation time either preceding or following actual negotiation sessions, without loss of compensation.

17.3 Within thirty (30) days of ratification of the Agreement or any addendum to the Agreement, by both parties herein, or before the beginning of the new instructional year, the Superintendent shall have copies prepared and delivered to each unit member. A copy of the Agreement will be delivered to new unit members by the Superintendent upon employment.

17.4 Time limits in this policy may be extended by mutual agreement between the Association and the Superintendent.

ARTICLE 18 ♦ CONCERTED ACTIVITIES

18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to perform job functions and responsibilities, or other interference with the operations of the Superintendent of Schools by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slow-down or other interference with the operations of the Superintendent of Schools by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

ARTICLE 19 ♦ STATUTORY CHANGES

19.1 Reduction or elimination of benefits contained within this Agreement which are brought about by the amendment or repeal of statutory provisions, or changes in statutory provisions allowing increased or additional benefits, shall obligate the parties within a reasonable time of such statutory changes to negotiate for the purpose of restoring or adding such benefits in this Agreement, if legally and/or fiscally possible.

ARTICLE 20 ♦ SUPPORT OF AGREEMENT

20.1 The Superintendent and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. The Superintendent and the Association will further make every effort to encourage all members of the certificated bargaining unit to abide by the provisions of the Agreement.

20.2 This Agreement constitutes the entire agreement between the parties and concludes meet- and-negotiation on any subject, whether included in this agreement or not, for the term of this agreement.

20.3 The operation of this article shall not be construed to preclude the parties from meeting and negotiating when there is mutual agreement to meet and negotiate; nor shall it be construed to authorize unilateral revision of matters which are lawfully within the scope of representation as defined in the Act.

ARTICLE 21 ♦ SAVINGS CLAUSE

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

21.2 It is further agreed that within thirty (30) days of receipt of notification of the final court's decision, negotiations will commence regarding the provision(s) involved.

ARTICLE 22 ♦ COMPENSATION

22.1 The term of this current Collective Bargaining Agreement (July 1, 2017- June 30, 2020) includes a compensation increase, therefore neither party will be able to reopen, without mutual agreement, on salary, health and welfare for the 2017/18 through 2019/2020 school years.

22.2 MCTA will have the option to change the health insurance providers. The current health insurance provider for certificated personnel shall be California's Valued Trust.

22.2.1 If a unit member's high deductible health plan costs less than the current cap, the savings (minus mandatory administrative costs) will be deposited into a Health Savings Account (HSA) set up by the member.

22.3 Unit members shall be placed on the salary schedule (Appendix A) commensurate with experience and training.

22.3.1 Credit for service outside the Superintendent's Office shall be allowed on the salary schedule at the rate of one (1) increment (step) for one (1) year of public or private school experience under a valid teaching credential up to a maximum of eighteen (18) increments. A year's service will be based on serving at least 75% of a school district's work year.

22.3.2 Speech Therapy unit members shall be placed on appropriate steps of the Salary Schedule for Certificated Personnel (Appendix A). School Nurse unit members shall be placed on appropriate steps of the Salary Schedule for Nurse Personnel (Appendix A).

22.3.3 Speech Therapy and Nurse unit members, who have relevant non-classroom/clinical experience, shall be placed on appropriate steps of the Salary Schedule for Certificated Personnel (Appendix A) at the rate of one (1) step for every year of experience.

22.3.4 Salary advancement credit must receive prior approval. Unit member shall use the Certificated Request for Course Approval for Salary Advancement form. Original transcripts, with an official seal, and in an unopened envelope, for all salary schedule placements must be received by the Human Resources Office (Modoc County Office of Education) prior to October 15th of the year for which the credit is requested.

22.3.5 Advancement on the salary schedule for unit members who work between 50% and 74% shall be at a rate of one (1) increment (step) for every two (2) years of service with the Superintendent.

22.4 Rates of pay authorized under this section shall be prorated for part-time unit members.

22.4.1 Part time unit members shall have the option of declining benefits, or receiving prorated shares of the health and fringe benefits described in Paragraphs 22.1 and 22.2 above, with the unit member paying the balance.

22.5 The contract salary will be paid in twelve (12) monthly installments on the unit member's last working day of each month beginning in August, except for June and July when the checks will be mailed to all unit members on the last County Office working day of June.

22.6 Summer school will be paid at the unit member's hourly rate based on the districts' summer school hours. Any portion of summer school work performed prior to July 1, the beginning of a new fiscal year, shall be compensated at the older fiscal year rate. Summer school work performed on or after the beginning of the new fiscal year shall be compensated at the new fiscal year compensation rates, and shall be entitled to all applicable retroactive salary changes, if any.

22.7 Travel

22.7.1 Authorized traveling unit members using personal vehicles shall be reimbursed for mileage from the assigned office to schools and back, at the current IRS rate.

22.7.2 An advanced draw per diem will be paid for approved out-of-town/county office business, if requested in advance.

22.7.3 Travel: If a unit member has a regularly scheduled travel of 60 miles, round trip, the Superintendent will provide, when possible, a county vehicle.

22.8 Personal Property: The Superintendent, upon submission of appropriate proof by a unit member, shall reimburse the unit member for loss of, or repair of personal property, up to \$100, or the unit member's deductible, whichever is less, when the property has been damaged, destroyed, lost or stolen while the unit member is acting in the proper discharge of duties. Such indemnification shall also extend to losses incurred as a result of vandalism or burglary. The unit member must receive prior written administrative approval for bringing the personal property on the school premises, other than for normal attire and transportation.

22.9 MCOE agrees to compensate Home/Hospital teachers at the rate of \$30.00 per hour.

22.10 The Modoc County Superintendent of Schools and the Modoc County Teachers' Association agree to place a stipend for National Board Certification, equal in amount to the Master's degree stipend, on the negotiated salary schedule.

ARTICLE 23 ♦ RETIREMENT

23.1 The Modoc County Office of Education agrees to use the highest 12 consecutive months compensation for STRS/PERS benefits after the unit member has been employed at least seven (7) consecutive work years.

23.1.1 A year is any school year in which the employee has been employed for 75% of the work year.

23.2 All MCOE certificated retirees shall have the option to buy into MCTA unit health programs (health, dental, vision), at the actual county office cost, subject to carrier approval.

23.3 Unit members who submit early notification of their decision to retire, at the end of the current school year, will receive a \$2,500 stipend. The County Office must receive written notice by December 31st of the current school year. The stipend will be paid in a lump sum, no earlier than June, upon proof of retirement.

ARTICLE 24 ♦ DURATION

24.1 This Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect up to and including June 30, 2020.

24.2 For school years 2020/21 and out, proposals shall be submitted after the prior year negotiations conclude, within 30 days or by February 1, whichever is later.

Date:

Date:

FOR COUNTY OFFICE

FOR ASSOCIATION

By:

By:

County Superintendent

MCTA Representative

APPENDIX A – SALARY SCHEDULE

MCOE CERTIFICATED SALARY SCHEDULE

Effective: July 1, 2019
186 Days

Certificated Salary Schedule

Without Credential

Range	BA	Daily	BA+15	Daily	BA+30	Daily	BA+45	Daily	BA+60	Daily	BA+75	Daily
Step		Rate		Rate		Rate		Rate		Rate		Rate
1	\$40,012.39	\$215.12	\$42,014.44	\$225.88	\$44,120.82	\$237.21	\$46,337.91	\$249.13	\$48,775.17	\$262.23	\$51,438.48	\$276.55
2	\$41,342.10	\$222.27	\$43,213.34	\$232.33	\$45,697.20	\$245.68	\$47,924.52	\$257.66	\$50,372.04	\$270.82	\$53,046.39	\$285.20

With Credential

Range	BA	Daily	BA+15	Daily	BA+30	Daily	BA+45	Daily	BA+60	Daily	BA+75	Daily
Step		Rate		Rate		Rate		Rate		Rate		Rate
1	\$47,113.59	\$253.30	\$47,349.16	\$254.57	\$47,585.90	\$255.84	\$47,823.83	\$257.12	\$48,775.16	\$262.23	\$51,438.48	\$276.55
2	\$47,349.16	\$254.57	\$47,585.90	\$255.84	\$47,823.83	\$257.12	\$48,062.95	\$258.40	\$50,372.04	\$270.82	\$53,046.39	\$285.20
3	\$47,585.90	\$255.84	\$47,823.83	\$257.12	\$48,062.95	\$258.40	\$49,508.61	\$266.18	\$51,971.68	\$279.42	\$54,655.93	\$293.85
4			\$48,062.95	\$258.40	\$48,303.27	\$259.69	\$51,094.02	\$274.70	\$53,564.71	\$287.98	\$56,262.25	\$302.49
5			\$48,303.27	\$259.69	\$50,420.04	\$271.08	\$52,680.60	\$283.23	\$55,163.13	\$296.58	\$57,982.68	\$311.73
6			\$48,544.78	\$260.99	\$51,993.19	\$279.53	\$54,264.71	\$291.75	\$56,759.04	\$305.16	\$59,474.80	\$319.76
7					\$53,564.71	\$287.98	\$55,851.56	\$300.28	\$58,356.44	\$313.74	\$61,086.03	\$328.42
8					\$55,143.13	\$296.47	\$57,436.32	\$308.80	\$59,953.37	\$322.33	\$62,694.52	\$337.07
9					\$56,715.37	\$304.92	\$59,022.72	\$317.33	\$61,551.36	\$330.92	\$64,301.91	\$345.71
10					\$58,288.89	\$313.38	\$60,609.67	\$325.86	\$63,147.69	\$339.50	\$65,909.84	\$354.35
11							\$62,194.18	\$334.38	\$64,744.43	\$348.09	\$67,518.82	\$363.00
12									\$66,340.78	\$356.67	\$69,124.17	\$371.64
13									\$67,260.59	\$361.62	\$70,243.46	\$377.65
14									\$68,180.39	\$366.56	\$71,362.33	\$383.67
15									\$69,091.09	\$371.46	\$72,482.30	\$389.69
16									\$70,001.79	\$376.35	\$73,288.75	\$394.03
17									\$70,903.47	\$381.20	\$74,095.19	\$398.36
18									\$71,805.15	\$386.05	\$74,900.01	\$402.69
19											\$75,706.44	\$407.02
20											\$76,512.91	\$411.36
21											\$77,318.72	\$415.69
22											\$78,125.78	\$420.03
23											\$78,676.24	\$422.99
24											\$79,737.04	\$428.69
25											\$80,543.01	\$433.03
26											\$81,349.93	\$437.37
27											\$82,156.38	\$441.70
28											\$82,950.55	\$445.97
29											\$83,767.64	\$450.36
30											\$84,574.07	\$454.70

Nurse/Speech

With Credential

Salary Schedule

Step		Rate
1	\$57,113.34	\$307.06
2	\$59,489.75	\$319.84
3	\$61,853.88	\$332.55
4	\$64,239.26	\$345.37
5	\$66,614.02	\$358.14
6	\$69,114.73	\$371.58
7	\$71,615.42	\$385.03
8	\$72,167.16	\$388.00
9	\$72,663.77	\$390.67
10	\$73,193.69	\$393.51
11	\$73,728.49	\$396.39
12	\$74,266.59	\$399.28
13	\$74,807.96	\$402.19
14	\$75,354.22	\$405.13
15	\$75,905.38	\$408.09
16	\$76,458.17	\$411.07
17	\$77,015.89	\$414.06
18	\$77,580.13	\$417.10
19	\$78,149.50	\$420.16
20	\$78,718.42	\$423.22
21	\$79,294.14	\$426.31
22	\$79,873.11	\$429.43
23	\$80,456.99	\$432.56
24	\$81,045.77	\$435.73
25	\$81,639.47	\$438.92
26	\$82,234.79	\$442.12
27	\$82,836.67	\$445.36
28	\$83,443.43	\$448.62
29	\$84,053.46	\$451.90
30	\$84,668.43	\$455.21

Speech Intern

Salary Schedule

Step		Rate
1	\$34,268.00	\$184.24
2	\$35,693.85	\$191.90
3	\$37,112.33	\$199.53
4	\$38,543.56	\$207.22
5	\$39,968.41	\$214.88
6	\$41,468.84	\$222.95
7	\$42,969.25	\$231.02
8	\$43,300.30	\$232.80
9	\$43,598.26	\$234.40
10	\$43,916.21	\$236.11
11	\$44,237.09	\$237.83
12	\$44,559.95	\$239.57
13	\$44,884.78	\$241.32
14	\$45,212.53	\$243.08
15	\$45,543.23	\$244.86
16	\$45,874.90	\$246.64
17	\$46,209.53	\$248.44
18	\$46,548.08	\$250.26
19	\$46,889.70	\$252.10
20	\$47,231.05	\$253.93
21	\$47,576.48	\$255.79
22	\$47,923.87	\$257.66
23	\$48,274.19	\$259.54
24	\$48,627.46	\$261.44
25	\$48,983.68	\$263.35
26	\$49,340.87	\$265.27
27	\$49,702.00	\$267.22
28	\$50,066.06	\$269.17
29	\$50,432.08	\$271.14
30	\$50,801.06	\$273.12

Master's \$1,500

National Board Certification \$1,500

Insurance Cap \$13,000.00

2 Credentials \$1,500.00 (\$300.00 for each additional credential)

APPENDIX B – GRIEVANCE REPORT FORM

Grievance # _____
Article # _____

- County Office Distribution Form**
- 1. Superintendent**
 - 2. County Supervisor**
 - 3. Association**
 - 4. Unit Member**

Submit to Administrator in DUPLICATE

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance

2. Relief Sought

Signature

Date

GRIEVANCE REPORT FORM

STEP I

C. Disposition by Administrator

Signature of Administrator

Date

D. Position of Grievant and/or Association

Signature

Date

GRIEVANCE REPORT FORM

STEP II

- A. Date Received by Superintendent or Designee: _____
- B. Disposition of Superintendent or Designee

Signature of Administrator

Date

- C. Position of Grievant and/or Association

Signature

Date

GRIEVANCE REPORT FORM

STEP III

- A. Date Submitted to Mediation: _____
- B. Mediation Settled/Not Settled

Signature

Signature

Date

GRIEVANCE REPORT FORM

STEP IV

- A. Date Submitted to Arbitration: _____
- B. Disposition and Award of Arbitrator (See report)

Date

APPENDIX C – INFORMAL OBSERVATION FORM

Teacher: _____

School: _____ Grade / Subject: _____

Date of Observation: _____ Period (or time): _____

Lesson Description:

What I observed:

Commendations:

Recommendations / other ideas:

Observer's Signature _____

Date _____

APPENDIX D – PRE-OBSERVATION CONFERENCE FORM

Teacher: _____ **Date:** _____

School: _____ **Time:** _____

Grade / Subject: _____ **Lesson:** _____

Please answer these questions and bring the completed form to your pre-observation conference.

1. What will you be teaching in this lesson; what will your students know and be able to do as a result of the lesson?
2. What instructional strategies will be used to deliver the curriculum?
3. How do you plan to assess the effectiveness of this lesson / plan?
4. How do you differentiate instruction?
5. What are your three focus California Standards for the Teaching Profession (CSTP) identified for this school year?
6. Which content standard(s) or ESLRs (HS only) will be addressed in the lesson you will be teaching?
7. Other

Evaluator

Date

Teacher

Date

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

Engaging and Supporting All Students in Learning

Comments:

Planning Instruction and Designing Learning Experiences

Comments:

Creating & Maintaining an Effective Environment

Comments:

Assessing Student Learning

Comments:

Understanding & Organizing Subject Matter Knowledge

Developing as a Professional Educator Comments: Comment

APPENDIX E – CLASSROOM OBSERVATION FORM

Teacher:

Date:

School:

Time:

Grade / Subject:

1. OBSERVED

2. MEETS

3. EXCEEDS

4. NOT OBSERVED

STANDARD I – Engaging and Supporting All Students in Learning	1	2	3	4	N/A
1. Connecting students' prior knowledge, life experience, and interests with learning goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Using a variety of instructional strategies and resources to respond to students' diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Facilitating learning experiences that promote autonomy, interaction, and choice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Promoting self-directed, reflective learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					
STANDARD II – Creating and Maintaining Effective Environment for Student Learning	N/A	1	2	3	4
1. Creating a physical environment that engages all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing a climate that promotes fairness and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Promoting social development and group responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Establishing and maintaining standards for student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Planning and implementing classroom procedures and routines that support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Using instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					
STANDARD III – Understanding & Organizing Subject Matter for Student Learning	N/A	1	2	3	4
1. Demonstrating knowledge of subject matter content and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizing curriculum to support student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interrelating ideas and information within and across subject matter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Developing student understanding through instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Using materials, resources and technologies to make subject matter accessible to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					
STANDARD IV – Planning Instructions & Designing Learning Experiences for All	N/A	1	2	3	4
1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Developing and sequencing instructional activities and materials for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Designing long- and short-term plans to foster student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Modifying instructional plans to adjust for student needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					
STANDARD V – Assessing Student Learning	N/A	1	2	3	4
1. Establishing and communicating learning goals for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Collecting and using multiple sources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Involving and guiding students in assessing their own learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Using results of assessments to guide instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicating with students, families, and other audiences about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					
STANDARD VI – Developing as a Professional Educator	N/A	1	2	3	4
1. Reflecting on teaching practice and planning professional development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing professional goals and pursuing opportunities to grow professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Working with communities to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Working with families to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Working with colleagues to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments / Remarks / Observations:					

Evaluator's Signature

Date

Teacher's Signature

Date

APPENDIX F – POST-OBSERVATION CONFERENCE FORM

Teacher:

Date:

School:

Time:

Grade / Subject:

POST-OBSERVATION DISCUSSION: Review Classroom Observations

1. Commendation:

2. Recommendations:

3. Area of Improvements:

4. Method of Improvement:

Evaluator's Signature

Date

Teacher's Signature

Date

APPENDIX G – SUMMARY: EVALUATION OF TEACHING PERFORMANCE

Teacher:

Date:

School:

Grade / Subject:

Period Covered by this Evaluation:

Dates of Conferences:

Dates of Observations:

Status of Teacher: Years with MCOE: _____

1. UNSATISFACTORY – does not meet standards

2. NEEDS IMPROVEMENT – inconsistently meets standards

3. SATISFACTORY – meets standards

4. STRONG – exceeds standards

STANDARD I – Engaging and Supporting All Students in Learning	1	2	3	4
1. Connecting students' prior knowledge, life experience, and interests with learning goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Using a variety of instructional strategies and resources to respond to students' diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Facilitating learning experiences that promote autonomy, interaction, and choice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Promoting self-directed, reflective learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD II – Creating and Maintaining Effective Environment for Student Learning	1	2	3	4
1. Creating a physical environment that engages all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing a climate that promotes fairness and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Promoting social development and group responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Establishing and maintaining standards for student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Planning and implementing classroom procedures and routines that support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Using instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD III – Understanding & Organizing Subject Matter for Student Learning	1	2	3	4
1. Demonstrating knowledge of subject matter content and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Organizing curriculum to support student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Interrelating ideas and information within and across subject matter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Developing student understanding through instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Using materials, resources and technologies to make subject matter accessible to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD IV – Planning Instructions & Designing Learning Experiences for All	1	2	3	4
1. Drawing on and valuing students' backgrounds, interests, and developmental learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing and articulating goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Developing and sequencing instructional activities and materials for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Designing long- and short-term plans to foster student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Modifying instructional plans to adjust for student needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD V – Assessing Student Learning	1	2	3	4
1. Establishing and communicating learning goals for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Collecting and using multiple sources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Involving and guiding students in assessing their own learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Using results of assessments to guide instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Communicating with students, families, and other audiences about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STANDARD VI – Developing as a Professional Educator	1	2	3	4
1. Reflecting on teaching practice and planning professional development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishing professional goals and pursuing opportunities to grow professionally	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Working with communities to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Working with families to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Working with colleagues to improve professional practice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

OVERALL EVALUATION:

- Strong – Exceeds Standards
- Satisfactory – Meets Standards
- Needs Improvement
- Unsatisfactory – Does Not Meet Standards

SIGNATURES

Evaluator

Date

Teacher

Date

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

APPENDIX H – ALTERNATIVE EVALUATION PROPOSAL FORM

Teacher: _____

School: _____ Grade / Subject: _____

TEACHER COMPLETE PRIOR TO PRE-CONFERENCE

1. Write an essential question(s) that you would like to answer about your professional practice in one or more of the California Standards for the Teaching Profession (CSTP). Please delineate which standard(s) you are exploring.

2. What data will you need to collect and what research will you need to gather, review and undertake to help answer your question?

3. What is your action plan? Briefly describe the steps leading towards answering your essential question. (This may include research, pre- and post-data collection, student work or portfolio of evidence.)

4. What do you expect to happen as a result of your actions?

Teacher Signature

Date

Evaluator Signature

Date

APPENDIX I – SUMMARY OF ALTERNATIVE EVALUATION FORM

Teacher: _____

School: _____ Grade / Subject: _____

TEACHER COMPLETE PRIOR TO PRE-CONFERENCE

5. Summarize your work on your essential question.

6. What did your data reveal?

7. How will the research of your essential question improve your teaching practices?

8. What are your next steps?

Administrator comments:

Teacher Signature

Date

Evaluator Signature

Date