

*Monterey County
Office of Education*

And

*Monterey County Office of
Education Teachers' Association*

Agreement

For

July 1, 2014 – June 30, 2018



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MONTEREY COUNTY OFFICE OF EDUCATION
and
MONTEREY COUNTY OFFICE OF EDUCATION TEACHER'S ASSOCIATION

AGREEMENT
for
July 1, 2014 – June 30, 2018

ARTICLE 1
AGREEMENT

- 1.1 This agreement is made and entered into by and between the Monterey County Office of Education, which together with its administrative staff and representatives shall be referred to as the "COE" and the Monterey County Office of Education Teachers' Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this agreement as the "Association".
- 1.2 This agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code, which shall be referred to as "EERA" Educational Employment Relations Act.
- 1.3 This agreement shall remain in full force and effect from July 1, 2014 until June 30, 2018.
- 1.4 No Reprisals
 - 1.4.1 The COE agrees that neither it, nor its agents, shall take any punitive action or reprisal against the Association, any unit member or organizations on account of its participation in activities pursuant to this Agreement.
- 1.5 Individual Contracts

Any individual contract between the COE and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 2 RECOGNITION

- 2.1 The Monterey County Office of Education, hereinafter referred to as "COE", confirms its recognition of the Monterey County Office of Education Teachers' Association, CTA/NEA, hereinafter referred to as the "Association", as the exclusive representative for that unit of employees including all certificated employees, and permit teachers that are recognized by COE per its Agreement dated July 1, 1999.
- 2.2 The COE recognizes the Association as the exclusive representative of all certificated employees of the COE excluding the following: all management, supervisory, confidential, classified, psychologists, nurses, day-to-day substitutes and contract service workers.

ARTICLE 3 DEFINITIONS

- 3.1 **"Association"** means the Monterey County Office of Education Teachers' Association, CTA/NEA, its Officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the COE.
- 3.2 **"Critical Shortage Positions"** are those positions within the bargaining unit, which are identified by mutual agreement of the Association and COE.
- 3.3 **"COE"** is the Monterey County Office of Education, its Board of Education, Administration, and other designated representatives.
- 3.4 **"Daily Rate of Pay"** means the unit member's annual scheduled salary divided by the number of duty days required by the Agreement.
- 3.5 **"Day"** means days the COE office is open for business.
- 3.6 **"Dependent"** for the purpose of health and welfare benefits shall be consistent with the current health care provider.
- 3.7 **"Duty Day(s)"** means day(s) during which unit members are required by contract to render service.
- 3.8 **"Extended Year Unit Member"** is a unit member employed as described in this Agreement to teach extended year session.

- 3.9 **“Hourly Rate of Pay”** means the daily rate of pay divided by the assigned daily duty hours.
- 3.10 **“Immediate Family”** means any spouse, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member.
- 3.11 **“Immediate Supervisor”** means the unit member’s administrator, supervisor, or line manager employed by the COE who has direct responsibility for supervising the unit member.
- 3.12 **“Instructional Day(s)”** means any day(s) pupils are present for instruction.
- 3.13 **“Paid Leave of Absence”** means that a unit member shall be entitled to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, return to the same or similar assignment in which she/he served immediately preceding the commencement of the leave, and receive credit for annual salary increments provided during her/his leave.
- 3.14 **“Pupil-Free Day”** means any day of service required of unit members for the purposes of staff development, preparation, planning or other professional activity.
- 3.15 **“Site”** means a building or location where unit members work.
- 3.16 **“Unit Member”** means any COE certificated employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.17 **“Unpaid Leave of Absence”** means that a unit member is on leave without salary or benefits except for authorized paid benefits.
- 3.18 **“Year Round Unit Member”** is one employed as a unit member whose days of service as defined in this Agreement are distributed over the twelve month year round school program or a twelve month services program.

ARTICLE 4 NEGOTIATIONS PROCEDURE

- 4.1 Negotiations can commence on any topic at anytime by mutual agreement of both parties (COE and the Association).
- 4.2 Before submitting initial proposals to each other, the Parties shall meet and discuss which articles each party intends to submit for negotiations. No later than February 15th of the school year in which this Agreement expires, the Association and COE shall submit their initial proposals to each other for a successor Agreement. The COE shall give the proper public notice of such proposals no later than the second COE Board meeting following the submission of the proposals.
- 4.3 Before submitting initial proposals to each other, the Parties shall meet and discuss which articles each party intends to submit for negotiations. No later than March 15th of the school year of the Agreement, the parties shall submit their initial reopener proposals to each other. Both parties may reopen two (2) Articles (during the first year of the contract each party may reopen five (5) Articles) in addition to negotiating Salary, Health & Welfare Benefits and Calendar each year for the purpose of reopeners. By mutual agreement both parties may re-open more than two (2) Articles. The COE shall give proper public notice of such proposals. Reopeners shall be simultaneously submitted on a date mutually agreed upon by both parties.
- 4.4 The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than thirty (30) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 4.5 Within thirty (30) days of ratification of the Agreement by both parties herein, the COE shall post the collective bargaining agreement on the MCOE website. Upon request, MCOE will provide a copy of the contract to a unit member.
- 4.6 This section shall provide schools within the COE a mechanism for site specific contract amendment(s) during the term of this Agreement for the purposes of school improvement.
 - 4.6.1 Upon written notification of the Association, the COE shall consider a site specific amendment(s) to this Agreement. The notification shall contain a list of provisions of this Agreement to be amended and the amendment(s) along with effective date and duration of the amendment(s).

4.6.2 If the COE and Association mutually agree and ratify the proposed site specific contract amendment(s), the COE and Association shall inform the unit members at the work site and the COE shall distribute copies of the amendment(s) to all unit members at the work site and the Association.

4.6.3 All site specific contract amendments shall, upon ratification by the parties, be fully incorporated into this Agreement.

ARTICLE 5 MAINTENANCE OF STANDARDS

5.1 The COE shall not reduce or eliminate any benefits or professional advantage in the form of rules, regulations or practices within the scope of negotiations that were not presented to be included in this Agreement without first negotiating proposed changes with the Association.

5.2 This Agreement shall supersede any rules, regulations or practices of the COE, which are or may in the future, be contrary to or inconsistent with its terms.

5.3 The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious, or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE 6 NON-DISCRIMINATION

6.1 Americans with Disabilities Act

6.1.1 The COE and the Association mutually agree that:

6.1.1.1 Both will cooperate to provide reasonable accommodation of persons with disabilities.

6.1.1.2 A unit member seeking an accommodation has the right to be represented by the Association in discussions with the COE regarding such accommodation.

6.1.1.3 Upon receiving from any unit member with disability a request for accommodation, which accommodation potentially could

impact directly or indirectly upon the terms of this Agreement, the COE shall:

6.1.1.3.1 Notify the Association in writing of such request and discuss such requested accommodation with the Association prior to any resolution.

6.1.1.3.2 Provide the Association all relevant information in the COE's possession regarding a proposed accommodation that affects the terms of this Agreement and/or the asserted need(s) therefore. The Association agrees that it shall maintain the confidentiality of medical and related records of any unit member with a disability requesting an accommodation.

6.1.2 The COE and the Association acknowledge that particular accommodations are intended to meet the individual needs of particular persons. Acceptance by the Association or the COE of a particular accommodation shall not obligate it to accept the same or similar accommodation for a different individual. Agreement by the COE to a particular accommodation for an individual unit member may be introduced by either party, or a unit member, as evidence to support the reasonableness of the same or similar accommodation in any proceeding arising under this Agreement or under state or federal non-discrimination statutes.

6.2 Sexual Harassment

6.2.1 Sexual harassment complaints filed through COE shall be filed pursuant to SP 4119.11 and shall not be subject to the grievance procedure unless the complainant alleges a violation, misinterpretation or misapplication of the terms of this Agreement.

ARTICLE 7 SAVINGS

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

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

ARTICLE 8 STATUTORY CHANGES

- 8.1 Mandatory changes in law that modify or supersede provisions of this Agreement shall be negotiated upon the Association's written request, with respect to the impact or effects of the mandatory changes in law.
- 8.2 Discretionary changes in the law that directly relate to provisions of this Agreement may be negotiated as a re-opener or by mutual agreement of the parties.

ARTICLE 9 GRIEVANCE PROCEDURE

- 9.1 Definitions
- 9.1.1 **Grievance:** A "grievance" is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 9.1.2 **Grievant:** The "grievant" is the unit member, unit members, or the Association making the claim.
- 9.1.3 **Parties in Interests:** A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 9.1.4 **Days:** A "day" is any duty in which the grievant is required by contract to render service.

9.1.5 **Purpose:** The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise regarding the terms of this Agreement. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
Legal Reference: Government Code 3540-3540.1

9.2 Informal Discussion Level

9.2.1 Grievance shall first be discussed by the grievant informally with his/her immediate supervisor before Level 1 procedure is used. If the immediate supervisor is not available for discussion within 48 hours the grievant may file a Level I Grievance.

9.3 Level I – Immediate Supervisor/Director, Principal (Head Start – Immediate Supervisor or Program Manager)

9.3.1 A grievance shall be presented in writing within twenty (20) days of the alleged contract violation to the immediate supervisor using the grievance form with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

9.3.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of such meeting, the grievant may be appealed to Level Two with a copy simultaneously provided to the Association.

9.4 Level II – Cabinet Level (Head Start – Director and Cabinet Level)

9.4.1 Within five (5) days of receiving the decision of the Principal or program director, the grievant may appeal from the decision at Level I to the division head/cabinet member. The appeal shall be in writing on the prescribed form and signed by the grievant. The division head/cabinet member receiving the appeal shall attempt to resolve the grievance. His/her efforts and decision shall be submitted in writing on the appropriate form within five (5) days of receipt of the appeal. If the efforts at adjustment at Level II do not resolve the grievance, an appeal to Level III may be filed.

9.5 Level III – Mediated Grievance

- 9.5.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- 9.5.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 9.5.3 The mediator, within ten (10) days of the request, shall meet with the grievant, the Association and the District for the purpose of resolving the grievance. If necessitated by the mediator's schedule, both sides may agree to schedule a meeting beyond the ten (10)-day period.
- 9.5.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

9.6 Level IV

- 9.6.1 If agreement is not reached through mediation, the grievant may appeal his/her decision to the County Superintendent of Schools in writing and such appeal shall be signed by the grievant. The Superintendent may choose to:
- 9.6.1.1 Review all written decisions and minutes of previous meetings and issue a written decision within ten (10) days to all parties concerned.
- OR
- 9.6.1.2 Conduct a hearing with all persons who participated through Level II and issue a written statement to all parties within ten (10) days.
- 9.6.2 The decision by the County Superintendent of Schools shall be final except for appeal procedures permitted by law and except where proper redress may be sought through the courts should the grievant so choose.

9.7 Time Limits

- 9.7.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- 9.7.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
- 9.7.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practical.
- 9.7.4 Grievances related to safety shall follow the above procedure with a copy to the Chief Human Resources Officer. Exceptions may occur when the safety issue is not within the discretion of the immediate supervisor to resolve. These grievances may be initiated at Level II.

9.8 Rights of Representation

- 9.8.1 A grievant may be represented at all stages of the grievance by (an) Association representative(s).
- 9.8.2 Right to Self-Representation: A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is consistent with terms of the written agreement. The COE shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file.

9.9 No Reprisals

- 9.9.1 No reprisals of any kind shall be taken by the COE or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

9.10 Miscellaneous

- 9.10.1 The Association, either in its own behalf or if there is more than one affected unit member, may initiate a grievance at Level Two.
- 9.10.2 If a grievance arises from action or inaction of the COE at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to an appropriate Cabinet Member and the Association with the processing of such grievance to commence at Level Two.
- 9.10.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness shall be accorded the same right.
- 9.10.4 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any unit member.
- 9.10.5 Forms for filing grievance, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the COE and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE 10
HOURS OF EMPLOYMENT
(Head Start – see Article 25)

10.1 Workday for Special Education & Alternative Education

- 10.1.1 The workday shall be 7.0 hours including a maximum of 6 hours of instruction and/or other assigned duties, and a duty free lunch of at least thirty (30) minutes. Before the beginning of the instructional year, each unit member shall be provided with a work day schedule by his/her immediate supervisor.
- 10.1.1.1 Unit members who regularly are assigned instructional and/or other regularly assigned duties from 15 to 30 minutes more than 6 hours per day resulting in a loss of preparation time or lunch time shall either be provided release time or

paid at their regular per diem hourly rate for the time worked in addition to the regularly assigned 6 hours per day. If assigned more than 30 minutes, release time shall be 2 days per month compensated either by release time or per diem pay. The option of release days or per diem hourly rate shall be mutually agreed upon by the employee and the supervisor. If there is no mutual agreement reached, the excess time will be paid.

10.1.1.2 Unit members who are regularly assigned to sites with a student day that exceeds the contractual workday of 7.0 hours specified in Section 10.1.1 above will either be paid at their regular per hour, per diem rate of pay or given release time equivalent to the excess time worked for any additional minutes worked beyond 7.0 hours. Additional minutes beyond the regular workday will be logged on a timesheet to be turned in monthly to the employer. Such hourly compensation or release time will be in addition to release time earned in lieu of preparation time (Article 10.1.1.1). The option of release days or per diem hourly rate shall be mutually agreed upon by the employee and the supervisor. If there is no mutual agreement reached, the excess time will be paid. In addition, MCOE will make every effort to utilize program sites with a student day of 6.5 hours or less.

10.1.1.3 For unit members regularly assigned to secondary education sites (6th grade through 12th grade), teachers shall have a duty free lunch of at least 30 minutes and a preparation period equal in length to the regular instruction periods according to the master schedule at the site. Unit members teaching in a self-contained classroom will receive a daily preparation period of no less than 30 minutes or its equivalent per week in accordance with the master schedule at the site.

10.1.2 The start and end of the workday, and lunch time, for each unit member shall be arranged with the site administrator.

10.1.3 Professional duties (beyond the workday), such as staff meetings, parent meetings, IEP's, and committee work, shall be performed and shall not exceed 40 hours per year. Hours assigned as professional duties in excess of 25 hours per semester or 40 hours per year shall be reimbursed at the unit member's per diem hourly rate. Duties which do

not require full unit member participation shall be equally distributed among unit members, whenever possible.

10.1.3.1 Unit members will report assigned hours in excess of 25 hours at the end of January and hours in excess of 40 in June.

10.1.3.2 A reasonable effort shall be made to schedule staff meetings, parent meetings, IEP meetings and committee work during the 7.0 hour work day. Meetings scheduled during the work day shall not be included in the 40 hours specified in section 10.1.3 above.

10.1.4 Any in-service days and/or professional development days in addition to the regular contracted number of days during the work year shall be negotiated.

10.1.5 In the event of an emergency, including any natural disaster, quarantine or government order, that results in a unit member's assigned location being closed or the unit member cannot reach his/her assigned location or an alternative assigned location, the unit member shall receive his/her daily rate of pay and benefits. If make-up days are required or if the County Superintendent directs make-up days, the COE shall negotiate when these days shall occur.

10.2 Workday for Program Specialists (assigned to Alternative & Migrant Education Programs).

10.2.1 The workday for Program Specialists shall be an 8-hour day, including a duty-free lunch of at least thirty (30) minutes.

10.3 Work Year

10.3.1 Program Specialists (Migrant and Alternative Education)
Unit members' work year shall consist of 196 working days.

10.3.2 Special Education Teachers

10.3.2.1 The work year for Special Education (except Itinerant Teachers of the Visually Impaired, Teachers-Infant and Itinerant Program of the Deaf/HH, and Infant Specialists, Language Speech and Hearing Specialists, Behavioral Assistance and Support Program [BASP]), Alternative Education & Migrant Education teachers (including ECE Master Teacher & ECE Teacher) shall consist of 184 work

days with the possibility of additional work hours in the extended school year.

10.3.2.2 The work year for Itinerant Teachers of the Visually Impaired, , Teachers—Infant and Itinerant Program of the Deaf/HH, Infant Specialists, Infant Speech and Language Pathologists, Behavioral Assistance and Support Program (BASP) teachers shall be 204 work days.

10.3.2.3 The work year for Language Speech and Hearing Specialists shall be 189 days with the possibility of additional work hours in the extended school year.

10.3.3 Alternative Education – Court and Community Schools

10.3.3.1 The work year for Court and Community School teachers shall consist of 184 work days with the possibility of additional work hours in the extended school year.

10.3.4 Monterey County Home Charter

10.3.4.1 The work year for unit members assigned to the Monterey County Home Charter shall consist of 184 work days.

10.3.4.2 Unit members will be in personal (face-to-face) contact with each assigned student and his/her parents according to the student's school contract and CCIS (CA Consortium on Independent Study) regulations. Home visits for home school students will be conducted at a minimum of once every other month, or more frequently, as needed.

10.3.4.3 Unit members will be responsible for keeping accurate and updated student records, attending IEP's, SST's, education consultations and other such duties.

10.3.4.4 Attendance at staff and program meetings are required and shall be considered a job responsibility. Unit members will notify the office when absences are unavoidable.

10.3.5 Unit members working a 204-day work year have the option of staggering their work days within the period beginning July 1 through June 30 to improve the delivery of educational services for their students subject to the approval of their immediate supervisor. Unit members shall submit their proposed work year calendars for the following year by June 1 to their administrator for approval. If student needs necessitate

changes in the unit member's calendar, the unit member and his/her immediate supervisor shall collaborate to resolve the problem.

- 10.3.6 Unit members who are authorized to work additional days beyond the contracted year, shall be paid at their per diem rate for those additional days.

ARTICLE 11 LEAVES

11.1 Sick Leave

- 11.1.1 One and one-quarter (1¼) days absence per month with pay shall be allowed for personal illness in accordance with the number of days worked. Unit members who work extended year shall earn one (1) additional day of sick leave for each four (4) week period worked.
- 11.1.2 Such leave is cumulative indefinitely and is transferable.
- 11.1.3 Unit members employed for less than full-time shall be entitled for a school year of service, to proportionate sick leave and other leave authorized.
- 11.1.4 The COE shall make every reasonable effort to provide each unit member a monthly accounting of the number of sick leave days he/she has accumulated, as well as the number of days to which the unit member is entitled for the current school year and the number of days available for personal necessity/importance.
- 11.1.5 Unit members may utilize six (6) days of accrued sick leave annually for the illness of a child, spouse or parent.
- 11.1.6 Absences shall be reported. A telephone call or a message delivered to the supervisor or designated secretary, who shall relay the information to the appropriate official, shall be deemed sufficient notice. Special Education Unit Members shall use the AESOP system for notification. If the absence extends on a day-to-day basis, a daily report is required.
- 11.1.7 If an extended absence upon doctor's orders is contemplated, the unit member shall inform his/her supervisor/designee of the circumstances and of the estimated duration of the absence.

- 11.1.8 In addition to all sick leave entitlement a unit member may accumulate within the COE, she/he shall also be entitled to all unused sick leave which may have been accumulated while employed in a position requiring certification qualifications in another school, COE or District. New and existing unit members shall be notified that sick leave from other teaching positions in California is transferable.
- 11.1.9 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to one hundred (100) days, the difference between her/his pay and the amount actually paid a substitute, or, if no substitute has been employed, the amount that would have been paid a substitute, or fifty percent (50%) pay, whichever is greater.

11.2 Doctor and Dental Appointments

- 11.2.1 Up to twenty-four (24) hours annually in non-accumulative hours in appointments may be allowed for doctor and dental appointments. Leave for this purpose can be taken in 30 minute to daily increments. Hours in excess of 24 hours shall be deducted from sick leave. Two days prior approval from the unit member's supervisor/designee is required for doctor or dental appointments except in cases of emergency. Denial shall not be arbitrary or capricious.

11.3 Family Care and Medical Leave

- 11.3.1 A unit member who meets all the requirements of eligibility shall be entitled to twelve work weeks of unpaid leave in any (12) month period and twelve (12) work weeks of paid (at the same level paid for unit members not on leave) health and welfare benefits. A twelve month period commences on the first day of leave. The twelve (12) work weeks may be taken in increments.
- 11.3.2 A unit member shall have been employed for a minimum of twelve (12) months (date of hire plus 12 months) to be eligible for family care and medical leave.
- 11.3.3 Leave may be granted for the birth, adoption, or foster care of a child, or for the serious health condition of a unit member or the unit member's child, spouse, or parent/step-parent or any relative living in the immediate household of the unit member.
- 11.3.4 "A serious health condition" is one that involves either inpatient care in a hospital, hospice or residential health care facility or outpatient

continuing treatment or continuing supervision of a health care provider.

- 11.3.5 A "child" means a biological, adopted, or foster child, a stepchild, a legal ward or a child of a person who is not the parent but responsible for raising the child.
- 11.3.6 A "parent" means a biological, foster, or adopted parent, a step parent, a legal guardian or a person who was responsible for raising the unit member when the unit member was a child.
- 11.3.7 The unit member shall retain his/her unit member status with the COE during the leave period, and the leave shall not constitute a break in service for purposes of longevity, seniority, or any unit member benefit plan.
- 11.3.8 A unit member may elect to substitute for family care and medical leave, any accrued vacation or any other paid or unpaid negotiated time.
- 11.3.9 A unit member may elect and the COE may require a unit member to substitute for family care and medical leave, accrued sick leave for the serious health condition of the unit member.
- 11.3.10 A unit member with the County Superintendent's concurrence may substitute for family care and medical leave his/her accrued sick leave for the adoption or foster care of a child, or for the serious health condition of a child, spouse, and parent of the unit member or any relative living in the immediate household of the unit member.
- 11.3.11 If husband and wife are both unit members of the COE, each is entitled to twelve (12) work weeks per twelve (12) month period.
- 11.3.12 If a unit member's need for family care leave is foreseeable, he/she shall give the COE reasonable advance notice.
- 11.3.13 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of COE operations. This scheduling shall be subject to the health care provider's approval.
- 11.3.14 The COE shall respond to a written request for family care leave within two (2) days of receipt by the Human Resources Office.

- 11.3.15 The COE has the right to ask for verification of illness.
- 11.3.16 Disability leave granted for pregnancy shall be in addition to family care and medical leave.

11.4 Personal Necessity Leave

11.4.1 Each person shall be allowed seven (7) days annually, non-cumulative for personal necessity. Personal necessity leave shall be deducted from sick leave. Personal Necessity "shall mean that the employee must take time off of work to resolve a matter that cannot be resolved during his/her off hours and is of such significant importance that requires the employee's attendance." Examples of permissible use of use personal necessity leave include attending the wedding or graduation of a member of the employee's immediate family, conferring with legal counsel when the appointment cannot be made during non-work hours, or attending to other matters that are of such importance that the employee should attend to and cannot be scheduled during non-work hours.

11.4.2 Unit members shall give at least three (3) working days advance notice before taking personal necessity leave day.

11.4.2.1 Advance notice is not required in the following cases:

11.4.2.1.1 Death or critical illness of a family member

11.4.2.1.2 Accident involving the unit member's person or property or the person or property of a member of the immediate family.

11.4.2.1.3 Appearance in court or before an administrative tribunal or any litigant party, or witness under subpoena or any order made with jurisdiction.

11.4.2.1.4 Illness of a dependent where other care cannot be arranged.

11.4.3 Personal necessity days shall include days needed to appear in court or at an administrative hearing if the unit member was a victim of domestic violence or a crime.

11.4.4 Personal necessity shall not be available for purposes of personal convenience, for activities which can normally be accomplished outside

the work day or non-work days, for the extension of a holiday or vacation period, for pursuit of an avocation, for vocational purposes or to engage in or declare a strike, work stoppage or slowdown.

- 11.4.5 Denial of personal necessity leave may be appealed within five (5) days of denial to the Chief Human Resources Officer. The decision, on the appeal will be made and communicated to the employee, within five (5) days.

11.5 Family Illness / Bereavement

Four (4) days absence or six (6) days if out-of-state is required, with pay, will be allowed (per year) for critical illness or death of any member of a unit member's immediate family (Critical illness means an illness where death is probably imminent or expected). No deduction shall be made from the salary of such unit member nor shall such leave be deducted from other leave granted by other sections of the California Education Code. Such leave is not cumulative from year to year. Additional days may be allowed by the Superintendent. Absence because of illness must be reported in writing to the unit member's division head. Immediate family, as used in this section, means the mother, father, grandmother, grandfather, granddaughter, grandson of the unit member or of the spouse of the unit member, and the spouse, daughter, daughter-in-law, son, son-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member, or any person living in the immediate household of the unit member.

11.6 Jury Duty

The COE shall grant leaves of absence to unit members to serve on a jury or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member. The COE shall grant such leave of absence with pay up to the amount of the difference between the unit member's regular earnings and any amount for jury or witness fees. Full pay shall be granted for this leave provided the unit member endorses the fee received, exclusive of mileage allowance, to the COE.

11.7 Industrial Accident and Illness Leave

Section 44984 of the Education Code shall be supplemented as follows:

- 11.7.1 A unit member shall be entitled to sixty (60) days annually of fully paid industrial accident or illness leave for the same accident or illness.

- 11.7.2 The total of the unit member's temporary disability indemnity and the portion of salary due him/her during her/his absence shall be equal to her/his full salary.
 - 11.7.3 A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.
 - 11.7.4 An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be tracked to the performance of services for the COE.
 - 11.7.5 The COE's report of an industrial accident or illness shall be kept on file in the Business Office.
 - 11.7.6 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the COE shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.
- 11.8 Sabbatical Leave (Does not apply to Head Start)
- 11.8.1 Unit members may apply for sabbatical leave after seven (7) years of service with the COE. The request must be made in writing to the Superintendent prior to March 1 of the year in which the leave is desired and must state the purpose for which the leave is requested. Consideration for sabbatical leave will be given only wherein the planned objective of the applicant would appear to benefit the COE. Leave will not be granted merely for travel.
 - 11.8.2 The Administration shall be reasonably certain of the availability of adequate replacement of the person desiring leave before recommending to the County Board that leave be granted.
 - 11.8.3 In the event the unit member requests a payment of his/her salary during sabbatical leave, he/she shall furnish a bond as provided in the Education Code. 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 schools of the COE, upon furnishing of a suitable bond indemnifying the County Board of Education against loss in the event that the unit member fails to render at least two years' service in the employ of the County Superintendent following the return of the unit member from the leave of absence.

11.8.4 A certified statement of accomplishments in relation to the objectives stated on the application shall be filed with the Superintendent by October 1 of the year in which the applicant returns.

11.8.5 When a sabbatical leave is granted, those who spend less than a half work year may receive a proportionate amount of their annual salary. Fifty percent of salary only shall be paid to those applicants who plan to spend more than half a work year in study.

11.8.6 Each case shall be considered on its individual merit and available funds.

11.9 Military Leave

11.9.1 A unit member called to active duty shall be granted a leave of absence. If the unit member has been employed for at least one (1) year, including military leave time, he/she shall be paid for the first thirty (30) days of such absence. The unit member has six (6) months following termination of military duty to be reinstated.

Military Leave shall be in accordance with the relevant provisions of the Military and Veterans Code and the Education Code.

11.10 Personal Leave with Pay

11.10.1 Under mitigating circumstances, personal leave with pay may be granted if it serves the best interest of both the unit member and the COE.

11.11 Personal Leave without Pay

11.11.1 A unit member may apply for and shall 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 COE, upon request; a physician's verification of her/his need for such health leave. Such leave may be extended for an additional twelve (12) months.

11.11.2 The COE shall 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.

11.12 Disability Applicant Leave

The COE shall grant a leave of absence to any unit member who has applied for a disability allowance from the applicable State Retirement System (STRS/PERS). This leave shall not extend for more than 30 days beyond the final determination of the disability application. If the unit member is deemed to be eligible for the disability allowance by STRS/PERS, such leave shall be extended for the term of the disability, but not for more than 24 months (probationary unit members) or 39 months (permanent unit members) from the date of exhaustion of all sick leave and differential pay leave.

11.13 Maternity Leave

- 11.13.1 Unit members are entitled to sick leave upon request for required absences due to inability to work caused by pregnancy, miscarriage, childbirth, and recovery therefrom, in accordance with the Education Code. The length of such absence, including its beginning and ending dates, shall be determined by the unit member and her physician.
- 11.13.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, are temporary disabilities and shall be treated on the same terms and conditions applied to other temporary disabilities.
- 11.13.3 Unless the determination is based upon a bona fide occupational qualification, no unit member shall be denied employment or entrance into a training program leading to employment, or barred or discharged from employment or from training programs leading to employment, or discriminated against because of her pregnancy. Nor shall any unit member be terminated who is temporarily disabled by reason of pregnancy.
- 11.13.4 All unit members shall have the right to utilize sick leave provided for by the Education Code for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom (not including breastfeeding).
- 11.13.5 Unit members utilizing sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom, and for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom, shall obtain appropriate certification from their physician as to the required absence necessitated by such causes and for disabilities, if any, caused or contributed to by such causes. Such certification shall be provided by the unit member to the COE.

- 11.13.6 Unit members should give as much advance notice as possible to their immediate supervisor if they plan to be absent for reasons described above.
- 11.13.7 Maternity/Paternity leave may be granted at the discretion of the COE for periods of absence not required or necessitated by reason of pregnancy, miscarriage, childbirth, breastfeeding and recovery there from. Such maternity/paternity leave shall be without pay.

**ARTICLE 12
ASSOCIATION RIGHTS**

- 12.1 The Association has the right under the Educational Employment Relations Act (EERA) to represent bargaining unit members in their employment relations with COE.
- 12.2 Mail Facilities
 - 12.2.1 The Association shall have the right to use the COE unit members' mailboxes for communications to unit members. A copy of all such communications shall be provided to the COE at the time of distribution. Such communications shall be in accordance with applicable law.
- 12.3 Bulletin Board
 - 12.3.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each building in areas frequented by unit members.
- 12.4 Use of Buildings and Equipment
 - 12.4.1 The Association shall have the right to use school buildings, sites, and equipment during all reasonable hours for meetings and other Association activities. Such utilization shall be pursuant to the Civic Center Act.
- 12.5 Access to Work Site
 - 12.5.1 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize COE

facilities at all times provided that such activities do not occur during regular working hours (except for duty free lunch) and occurs pursuant to the Civic Center Act.

12.6 Access to Information

12.6.1 The COE shall, upon written request from the Association, make reasonable efforts to provide relevant and necessary information within ten (10) days in order for the Association to exercise its rights under the EERA.

12.7 Appointment to MCOE and Joint Committees

12.7.1 The Association President shall appoint unit member representatives to COE and Association Committees that are established and related to matters within the scope of negotiations.

12.8 Release Time

12.8.1 The Association President or designee shall be provided ten (10) days of release time for Association Business at no loss of salary or benefits.

12.8.2 A reasonable number of Association representatives shall be provided release time without loss of pay or benefits for negotiations with COE.

12.8.3 In addition to 12.8.1, the Association President or designee shall be provided the equivalent of six (6) days of release time to be used to educate unit members on the new contract during the first year of the new contract at no loss of salary or benefits.

12.8.4 The Grievant, witnesses, and an Association representative shall be provided release time for grievance processing at no loss of salary or benefits.

12.9 Waivers

12.9.1 The COE shall comply with State law regarding Association input with respect to filing waiver requests.

**ARTICLE 13
ORGANIZATIONAL SECURITY**

13.1 Dues Deduction

13.1.1 The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. The COE and the Association may agree to deduct other voluntary payments as authorized by unit members and/or the Association. Association members who currently have authorization cards on file for the above purposes need not be re-authorized. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the COE shall be increased or decreased without re-authorization from unit members.

13.1.2 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the COE an authorization for deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the COE shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated to complete the year's payment by the end of the year.

13.1.3 The COE agrees to remit all sums deducted pursuant to this section 13.1 to the Association, accompanied by an alphabetical list of unit members, for whom such deductions have been made, including their names, addresses, work locations, and any changes in personnel from the list previously furnished.

13.2 Maintenance of Membership

13.2.1 The Association and the COE agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any unit member of the right to terminate her or his membership within the thirty (30) day period following expiration of the Agreement. If a unit member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and /or refuses to provide Association with lump-sum cash payment of

dues for the year, the COE shall deduct membership dues as provided in Education Code 45061 and in the same manner as set forth in section 13 above.

13.3 Agency Fee

- 13.3.1 Any unit member who is not a member of the Association, or who does not apply for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or shall pay the Association a fee determined in accordance with PERB rules and relevant court decisions. Procedures for assessing such fee shall also be in accordance with PERB rules and relevant court decisions. In the event a unit member does not pay such fee directly to the Association, the Association shall so inform the COE and the COE shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association of such mandatory agency fee deduction.
- 13.3.2 The COE agrees to remit all sums deducted to the Association accompanied by a list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, indicating any changes in personnel from the list previously furnished.
- 13.3.3 The Association and COE agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 13.3.4 The Association agrees to pay to the COE all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 14
ASSIGNMENT, REASSIGNMENT AND TRANSFER

14.1 Assignments

14.1.1 The Superintendent or his designated representative shall assign all newly appointed personnel to their specific positions.

14.2 Reassignment and Transfer

14.2.1 Students shall not be reassigned from one itinerant staff unit member to another during the school year except under extraordinary circumstances.

14.2.2 A reassignment is a change of at least 50% of a unit member's assignment at the same work location.

14.2.3 Transfer is the movement of a unit member from one work location to another work location or from one program to another program that may occur either during the school year or between school years.

14.2.4 Unit members returning from leave shall be afforded the provisions of this article based upon the date the unit member notifies the COE of their intent to return from leave.

14.3 Voluntary Reassignment and Transfer

14.3.1 Notification of actual or anticipated open positions shall be posted for ten workdays prior to the closing date except mutual agreement with MCOETA may shorten this time.

14.3.2 During extended recess, year round recess or leave of absence, the COE shall notify a unit member upon written request of all vacancies that arise. (See Article 14.6.4)

14.3.3 Unit members within the system desiring reassignment/transfer shall indicate this in writing to the Chief Human Resources Officer (Head Start – to Program Manager). A unit member may submit a request to be reassigned or to be transferred at any time, whether or not a vacancy exists. Such request shall be renewed on an annual basis.

14.3.4 Unit members presently employed shall be considered and given precedence over a new hire to fill a vacant position. If two presently employed unit members are equally qualified for the same position, seniority shall prevail. (See Seniority 14.7).

14.3.4.1 Qualification for a position shall include but not be limited to:

- a) Appropriate credential
- b) Experience, including recency of experience
- c) Subject matter knowledge
- d) Working relationship skills
- e) Appropriate authorization

14.3.5 A reassignment or transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.

14.3.6 If a unit member's request for a reassignment or transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for denial. Following the meeting, the unit member may request and shall receive written reasons for the denial.

14.4 Involuntary Reassignment/Transfer

14.4.1 The COE shall not reassign/transfer unit members for arbitrary, capricious, disciplinary or punitive purposes. Involuntary reassignment/transfer shall be made only for the following reasons:

- a) A decrease in the number of pupils, which requires a decrease in the number of unit members pursuant to Article 23 Class Size.
- b) Elimination of program(s) and/or funding; or school closure.
- c) For the purpose of improving education. A written explanation shall be provided, upon request, justifying how education will be improved.

14.4.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the COE shall seek volunteers prior to making any involuntary reassignment/transfer. If an involuntary reassignment/transfer becomes necessary, the unit member with the least seniority at the site with the appropriate credential shall be required to accept a reassignment/transfer. If no employee at the site holds the appropriate credential, the least senior employee in the program shall be reassigned/transferred. Unit members shall not be

considered first for reassignment/transfer to positions for which they are not appropriately credentialed.

- 14.4.3 If a particular school is closed, unit members at that school shall be given first consideration regarding transfer to a school where the students are transferred and first consideration regarding vacancies if the unit member is qualified (See Section 14.3.4.1).
- 14.4.4 Unit members from the closed school shall also be accorded first priority in filling all vacancies that arise for which they are qualified. When two (2) or more unit members apply for the same vacancy, the unit member with the greatest seniority will be given first consideration.
- 14.4.5 Unit members who receive an involuntary transfer during the school year which results in an increase in home to work driving distance of more than 5 miles, shall be reimbursed mileage equivalent to the increase in daily round trip distance for the remainder of the school year or 6 months whichever is longest.
- 14.4.6 Unit members who are transferred between school years or during the school year shall be provided, upon request, one day of paid release time or an additional day of work for preparation. Additional days may be provided upon mutual agreement. Release days or an additional work day for Instructional Paraprofessionals will also be provided. The COE shall provide assistance in moving a unit member's materials whenever a unit member is reassigned/transferred.

14.5 Notification of Involuntary Reassignment/Transfer

- 14.5.1 Unit members will be consulted regarding an involuntary reassignment/transfer at least ten (10) working days prior to the reassignment/transfer being finalized.

14.6 Vacancy

- 14.6.1 A vacancy is a position that does not have a unit member assigned to it. This includes any vacated or newly created position, including positions created by restructuring or reconfiguring.
- 14.6.2 Upon knowledge of a vacancy, the COE shall provide to the Association and post in all school buildings a list of all vacancies, which occur during the school year and for the following school year. The list shall contain the following:

- 14.6.2.1 A closing date, which is at least ten (10) working days following the posting date except mutual agreement with the Association may shorten this time.
- 14.6.2.2 A job description
- 14.6.2.3 Credentials and qualifications necessary to meet the requirements of the position.
- 14.6.3 No assignment to fill the vacancy shall be made until the closing date for applications indicated on the notice has passed.
- 14.6.4 The COE shall, upon request by the unit member, notify that unit member by email or mail of any posted opening which may arise during the extended year recess, year round recesses or a period of leave. The unit member's request must be in writing and must include a mailing address. (See Article 14.3.2)
- 14.6.5 If a unit member already has a transfer application on file, it is not necessary to make further application in order to be considered for any vacancies.
- 14.6.6 The COE shall, upon request of the unit member, provide in writing, the reasons for the unit member not receiving the vacant position applied for.

14.7 Seniority

- 14.7.1 Seniority for the purpose of reassignment and transfer shall be defined as the unit member's first date of paid certificated service in the COE. Lot shall determine seniority for the unit members with a common date of paid service. The Association President and the Chief Human Resources Officer shall conduct the lottery (Lot determination of seniority shall only be for the purpose of reassignment and transfer and not for the purpose of layoff).
- 14.7.2 For equally qualified unit members, seniority shall be the determining factor in granting all reassignments/transfer except under 14.4.4

14.8 Misassignment/Teacher Certification

- 14.8.1 Unit members may be reassigned/transferred consistent with their credentials and/or authorizations pursuant to the applicable provisions of the Education Code. Exceptions may be permitted by mutual consent of

the unit member and the supervisor and/or authorized by the Education Code. A unit member who believes there is no legal authorization for his/her assignment may notify COE who review the matter and take appropriate action pursuant to Education Code section 44258.9.

ARTICLE 15 REDUCTION IN FORCE

- 15.1 Within five (5) days of the notification by the COE of its decision to layoff, the COE shall meet with the Association upon request to negotiate the impact of the COE's determination to layoff unit members regarding any matters within the scope of negotiations not covered by this Article.
- 15.2 Layoffs and reemployment shall be in accordance with the relevant provisions of the Education Code. Head Start layoff and reemployment shall be in accordance with the Head Start Employee Personnel and Administrative Policies Handbook. This subsection shall not be subject to the grievance procedure.
- 15.3 The County Superintendent of Schools shall provide to the Association, upon written request, all relevant and pertinent information relating to anticipated layoffs.
- 15.4 The County Superintendent of Schools may authorize up to three (3) days paid leave for laid-off unit members to be used to seek other employment.
- 15.5 Unit members who are laid-off shall be given health and welfare coverage for at least three (3) months from the day of layoff or until the effective date of new employment insurance coverage, whichever occurs first.

ARTICLE 16 EVALUATION

- 16.1 The COE and the Association recognize that the personnel evaluation is to enhance staff development so as to maintain and improve the quality of education provided by the MCOE.
 - 16.1.1 The COE accepts the responsibility to create a positive work environment for each certificated member in order that students receive quality programs and instruction.

- 16.2 The COE and the Association agree that a successful evaluation program requires mutual respect and confidence between the evaluator and the evaluatee.
 - 16.2.1 The outcome of the evaluation process is the continuing assessment of the stated program goals and objectives and the development of ways to assist unit members to apply their professional competencies to achieve desired program effectiveness.
- 16.3 The COE shall provide the necessary resources for meeting student needs.
- 16.4 Evaluator
 - 16.4.1 The Superintendent/designee shall identify the evaluator. In cases of conflict between evaluatee and evaluator, the evaluatee may request that the Superintendent consider assigning a different evaluator. The Superintendent shall not deny the request based upon any arbitrary, capricious or unreasonable basis.
 - 16.4.2 A unit member who receives any unsatisfactory ratings has the right to request a review of the evaluation by evaluator's supervisor.
- 16.5 Unit member being evaluated
 - 16.5.1 All probationary and other unit members within their first two years of employment shall be formally evaluated at least once each year.
 - 16.5.2 All permanent employees and other unit members with more than two (2) years of employment (with the exception of those identified in 16.5.3 below) shall be evaluated at least once every two (2) years. Highly Qualified Teachers, if they so request, will be evaluated in the first evaluation year. Seniority (least senior first) may be used as a criteria for the staggering. Approximately half of the permanent employees will be evaluated each year beginning with the 2008-09 school year.
 - 16.5.3 Permanent unit members with at least ten (10) years of county service who are Highly Qualified Teachers (pursuant to NCLB) and whose previous evaluation since 2003-2004 is satisfactory may mutually agree in writing with her/his evaluator to be evaluated at least every five (5) years. If a unit member transfers or the unit member's evaluator changes, a new mutual agreements shall be approved. The unit member or the evaluator may rescind this agreement at any time, but not during the school year the evaluation is taking place.

16.5.4 Itinerant, MCHCS, and Independent Study Unit Members shall be evaluated based upon their job responsibilities, as indicated by the job description. Itinerant, Monterey County Home Charter School, and Independent Study unit members and the evaluator may agree that formal observations are not practical. During meetings they may discuss lessons to be presented and follow up as to the outcome of lessons presented. The evaluator shall prepare a report and provide a copy to the evaluatee. At least two meetings shall take place with respect to each evaluation cycle.

16.6 Evaluation Procedures

16.6.1 Time Parameters

16.6.1.1 Upon hiring or when job description is revised, each unit member shall be given a current copy of her/his job description, which shall form, in part, the basis of her/his evaluation.

16.6.1.2 Prior to October 15 of an evaluation year, the unit member shall meet individually with her/his evaluator. The evaluatee shall be given a copy of the "Conference Meeting Form" and her/his job description.

16.6.1.3 Any new unit member or any unit member returning from an approved leave of absence after the beginning of the regular work year shall meet with her/his evaluator within six weeks of her/his first working day. If a unit member is transferred or reassigned during the school year, the evaluator shall meet with the unit member to determine if an evaluation is necessary and under what circumstances.

16.6.2 Standards and Elements

16.6.2.1 At the time of their meeting, the evaluator and the evaluatee shall review the Standards and Elements for the evaluatee in accordance with the California Standards of the Teaching Profession listed below. After the initial meeting, the evaluatee may submit documentation which demonstrates how he/she:

16.6.2.1.1 Engages and supports students in learning;

- 16.6.2.1.2 Creates and maintains effective environments for student learning;
- 16.6.2.1.3 Understands and organizes subject matter for student learning;
- 16.6.2.1.4 Plans instruction and designs learning experiences for all students;
- 16.6.2.1.5 Assesses student learning;
- 16.6.2.1.6 Develops as a professional educator.

16.6.2.2 Itinerant, MCHCS, and Independent Study unit members, at the time of their initial meeting, shall review the Standards listed above and the Elements as they relate to the unit member's job responsibilities.

16.6.3 Mitigating Circumstances

16.6.3.1 Each unit member shall have the right to identify any constraints which the unit member believes may inhibit her/his ability to meet standards and elements.

16.7 Methods of Assessment

16.7.1 Unit members shall not be required or permitted to formally participate in the evaluation and/or observation of other unit members.

16.7.2 Methods of assessment shall be agreed upon by the evaluator and evaluatee.

16.8 Observations

16.8.1 When a formal observation visitation is used to obtain evaluation data on the standards and elements, it shall be preceded by a face-to-face meeting between the evaluator and the evaluatee, during which time they will discuss the lesson which shall be observed. Also, the date of the observation and the follow-up discussion shall be scheduled. The follow-up discussion shall take place within ten (10) days of the observation.

16.8.1.1 At least one observation shall be no less than thirty (30) minutes.

- 16.8.1.2 Within five (5) working days (unless otherwise mutually agreed to) following a formal observation, the evaluator shall meet with the evaluatee to discuss the observation. At the time of the meeting, the written "Observation Form for Certificated Employees" shall be provided to the evaluatee with reference to the items listed in 16.6.2.
- 16.8.1.3 The unit member shall sign and be given a copy of the signed "Observation Form." The evaluatee shall have the right to attach written comments to the "Observation Form."
- 16.8.1.4 At least two (2) formal scheduled observations shall take place prior to the issuance of an unsatisfactory evaluation.

16.9 Formal Evaluation Summary Meeting

16.9.1 Time

- 16.9.1.1 The "Certificated Evaluation Form" shall be provided to the evaluatee no later than thirty (30) days prior to the last student day. A conference regarding the final evaluation shall take place no later than ten (10) days after the evaluatee is provided a copy of the evaluation.
- 16.9.1.2 The evaluator shall establish a time to meet with unit member.
- 16.9.1.3 The evaluator shall prepare the "Certificated Employee Evaluation Form" for the evaluatee and shall provide the unit member a copy at the meeting.
- 16.9.1.4 The evaluatee shall be encouraged to present his/her own independent appraisal for discussion and review in the formal evaluation.
- 16.9.1.5 Before the "Certificated Evaluation Form" is placed in the unit member's personnel file, the unit member shall be given an opportunity to review and attach comments to the evaluation.
- 16.9.1.6 Evaluatee's signature only indicates reception, not necessarily agreement with the evaluation. The evaluatee may attach a written rebuttal to the "Certificated Evaluation

Form” if he/she desires, and have it added to his/her personnel file.

16.10 Development of Forms

16.10.1 Evaluation forms are developed by the COE (see Appendix D-3). The COE is obligated to review periodically, and revise as necessary, the evaluation instrument. The COE shall negotiate with the Association regarding the form prior to implementation.

16.10.2 Copies of the “Certificated Evaluation Form” shall be provided to the person evaluated and to the unit member’s personnel file.

16.11 Evaluation Assistance Plan

16.11.1 If the employee fails to pass two or more standards, the evaluator will prepare a written assistance plan and the employee will be referred to the Peer Assistance and Review Program, if available. (Passing a standard means receiving a “Meets Expectations” rating for the majority of the applicable elements within each standard. The evaluator shall also provide assistance.

16.11.2 The unit member and evaluator shall have a face-to-face meeting to discuss and review the written assistance plan before it is implemented. At the agreed upon reassessment period, in no less than 30 school days, the unit member and the evaluator shall have another meeting to reassess the progress of the unit member. At that time, the evaluator may require the unit member to continue on a teacher assistance plan or may notify the unit member that the unit member has progressed to the point that he or she no longer requires a teacher assistance plan.

16.11.3 The teacher assistance plan may include but shall not be limited to: weekly meetings with the evaluator to review the unit member’s lesson plans, having an administrator or peer coach model a lesson for the unit member, providing the unit member with release time to observe another class, or attendance at in-service training or other applicable courses. If the evaluator requires the unit member to take a specific training course or in-service for which there is a fee, the COE shall pay the fee.

16.11.4 Criteria for mandatory referral to the Peer Assistance and Review Program is contained in Article 31.

ARTICLE 17 SPECIAL EDUCATION

17.1 Community Advisory Committee

17.1.1 The COE and the Association acknowledge that unit member participation on the SELPA Community Advisory Committee (CAC) is both productive and desirable and should be encouraged whenever possible. Unit members duly elected to serve on the SELPA CAC shall be released from their regular duties without a loss of pay if meetings are held during the workday. If meetings are held beyond the professional day, time spent shall be credited towards "professional duty hours beyond the professional day" (See hours 10.1.3).

17.2 Individualized Education Plan (IEP) / Individual Family Service Plan (IFSP)

17.2.1 Unit members whose duties would be impacted by an IEP or IFSP will, where practicable, be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such plans.

17.2.2 Unit members whose duties may be impacted by an IEP or the IFSP shall be provided the opportunity to serve on the team responsible for developing, reviewing, and/or revising such plans or be consulted prior to any written commitment of the unit member regarding goals and services.

17.2.3 The COE recognizes that some students with special needs may not meet or exceed the growth projected in the annual goals and objectives of the pupils Individualized Education Program. In such instances, a unit member's accountability shall be limited to having implemented the services provided by the COE. Unit members will not be responsible for writing or enforcing sections of an IEP/IFSP for bus riders not employed by MCOE.

17.2.4 (Does not apply to Community School Independent Study, Monterey County Home Charter School or Head Start). When an administrator cannot be present at an IEP/IFSP meeting, that administrator shall appoint in writing a designee. A unit member's participation as an Administrative designee is voluntary. If so designated, a unit member who serves as an administrator designee during his/her professional work day or after the professional day, shall be compensated at column one, step one hourly rate of pay (teachers' regular salary schedule – Appendix A-1) in addition to his/her regular salary. Recognizing

experience and expertise, the administrator shall distribute the designated duty assignment equally among qualified unit members.

17.2.4.1 (Does not apply to Community School Independent Study, Monterey County Home Charter School or Head Start). Any paid hours served in this capacity beyond the unit members' regular hours of employment, shall not be credited toward the 40-hour professional duties requirement.

17.3 Fair Hearing

17.3.1 When a unit member is required to participate in a fair hearing or other due process procedure, the unit member shall be released from their regular duties without a loss of pay. If the fair hearing is held after regular hours of employment, the unit member's additional time will be credited to the 40 hours professional services requirement including Community School Independent Study or 60 hours for Monterey County Home Charter School. (see section 25.3.4 for Head Start)

17.3.2 Counsel retained to represent the COE in such hearing shall consult with the unit member regarding preparation for the hearing and represent the unit member unless the COE determines that a conflict of interest exists such as a disciplinary action taken against the unit member.

17.3.3 Unit members shall have the right to have legal counsel of their own choosing present for the fair hearing subject to the approval of the hearing officer.

17.4 Reorganizational Rights

17.4.1 Prior to reorganization a special education local plan area, the Monterey County Office of Education, as employer, will meet and negotiate with MCOETA regarding the impact on its bargaining unit members.

17.4.2 The Monterey County Office of Education shall follow procedure outline in Section 44903.7 of the California Education Code.

17.4.3 Unit members shall not be involuntarily forced to transfer to another District should that District "take-back" a particular special educational program currently operated by the Monterey County Office of Education. Unit members who are displaced by a re-organization of Special Education programs within the SELPA shall have the rights outlined in Section 44903.7 of the California Education Code.

ARTICLE 18
TEMPORARY UNIT MEMBERS
(Does not apply to Head Start)

- 18.1 Pursuant to Education Code sections 44918 and 44920, the COE shall limit the number of full-time equivalent temporary unit members to the number of full-time equivalent unit members on leave.
- 18.2 The COE shall supply the Association each semester, upon written request, with a list of unit members classified as temporary employees, including name, position, worksite, and length of contract and a list of unit members on leave of absence.
- 18.3 The COE shall give preferential consideration to the temporary unit members for vacancies in a temporary position after regular unit members who apply for these positions are given consideration.

ARTICLE 19
PROBATIONARY UNIT MEMBERS

- 19.1 Probationary unit members shall be non-reelected in accordance with the Education Code and relevant case law and such non-reelection shall not be subject to the grievance procedure.
- 19.2 Probationary unit members who are employed at the beginning of a school year and/or who work at least 75% of the school year and who resign or are non-reelected at the end of the school year shall be provided health and welfare benefits through the following August.

ARTICLE 20
SAFETY

- 20.1 The MCOE will comply with all safety requirements imposed by proper authority in assuming the responsibility for the safety of unit members while they are on and in the facilities provided in furtherance of the operation of the COE.
- 20.2 Unit members will not be required to work under unsafe conditions or to perform tasks which endanger their health or safety. Unit members who feel they are

being required to work under unsafe conditions or to perform tasks which endanger their health or safety will report such condition to their immediate supervisor and in writing to the Superintendent, who is authorized to take corrective action.

20.2.1 Safety Committee: Three (3) MCOETA appointed members shall be on the safety committee.

20.3 Safety Equipment: Should the employment duties of a unit member in the bargaining unit require the use of any equipment or gear to insure the safety of the unit member or others as determined by the COE, the COE agrees to furnish such equipment or gear, or to reimburse the unit member for the full cost of procuring such.

20.3.1 The COE shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth-to-mouth breathers, flashlights, and basic first aid supplies. Additionally, the COE will insure that disaster preparedness material such as blankets, bullhorn, radios, water, rope, food packages, and the like are available at the school site.

20.4 Each classroom and major work area shall be provided telecommunications equipment (telephone, etc.) to be available for unit members when safety issues arise.

20.4.1 Itinerant unit members shall have access to telecommunications equipment (cell phones or two way radios) for safety purposes when performing their assigned duties.

20.5 The COE shall make every reasonable attempt to keep all school grounds and facilities free of unwanted rodents, pests, and insects such as ants, roaches, and fleas. If insecticides or poisons are used, the COE shall notify unit members of the names of the chemicals to be used in advance of this application. Pesticides and insecticides shall be applied only at times when unit members and pupils are not present.

20.6 Unit members shall immediately, if possible (otherwise within no more than 24 hours), report to COE any incident of attack, assault or menace where they are the victim or a witness while acting within the course and scope of their employment.

20.6.1 Unit members acting within the course and scope of their employment, who are victims of an assault, shall be reimbursed for reasonable and necessary costs occurred as a result of damage to personal property not

covered by insurance. Also, resultant medical costs not covered by insurance shall be reimbursed.

- 20.6.2 Unit members who have criminal or civil charges brought against them in connection with an assault shall be provided a legal defense as authorized by the relevant Government Code provisions.
- 20.6.3 Absence and/or disability arising out of an assault upon a unit member shall be covered by the workers compensation laws with respect to wages and benefits.
- 20.6.4 Unit members who have students with a written history of assaultive behavior, shall be informed within a reasonable time after the COE receives such information.
- 20.7 Unit members who are assigned to work with students who are prone to exhibit violent behavior shall be encouraged to participate in Professional Assault Response Training (PART) training at no cost (released time or per diem hourly rate) to the unit members. Any changes in assault training program shall be provided in writing to the unit member.
- 20.8 Unit members required to complete CPR and/or First Aid training will be provided training at no cost to the unit member. Every attempt will be made to provide such training during regularly scheduled work hours.
- 20.9 Unit members shall not be required to transport students in their privately owned vehicles except in the case of an emergency. Unit members who transport students in MCOE vehicles, within the course and scope of their employment, shall be primarily covered by MCOE vehicle insurance.
- 20.10 No Discrimination: No unit member shall be discriminated against as a result of reporting a condition believed to be unsafe.
- 20.11 A unit member who knows in advance that he/she will be absent from work shall have the option of arranging for a substitute teacher from the approved MCOE substitute list to take his/her place. The unit member shall call the substitute calling system as usual to report his/her absence and shall inform the sub caller that a substitute has been contacted and has agreed to work. This provision shall be temporary, and shall be in effect until the COE has instituted an effective automatic calling service and an employee has been designated to deal with the recruitment of substitutes.

ARTICLE 21 SALARY

21.1 Salary Schedule Increase

- 21.1.1 Unit members contracting to work less than the ordinary number of workdays in a contract year (See Article 10.3) shall receive regular per diem rate on a pro-rated yearly basis.
- 21.1.2 Unit members covered by the salary schedule attached as Appendix A-1 and A-1a include the following job positions: Special Education, Alternative Education Court and Community Schools, Monterey County Home Charter School and Migrant Education Program Specialist and Migrant Resource Teacher. (See Appendix A-1 and A-1a for Masters Stipend/Doctorate Stipend)
- 21.1.3 Community School Independent Study unit members shall be covered by the salary schedule attached as Appendix A-1.
- 21.1.4 Head Start Unit Members shall be covered by the salary schedule attached as Appendix A-2 and A-2a (requirements for the Head Start teachers)
- 21.1.5 Migrant ECE Master Teacher and ECE Teacher shall be covered by the salary schedule attached as Appendix A-3.
- 21.1.6 Long-term substitutes (excluding Migrant ECE Master Teacher, Migrant ECE Teacher, Head Start, Monterey County Home Charter School) shall be paid on a per-day basis (See Appendix A-4). This rate shall be increased by the same percentage as unit members paid on the salary schedule. Such increases shall be effective upon the first day of the month following the date of ratification of the salary schedule increase. (See Appendix A-4)

21.2 Salary Schedule Implementation

- 21.2.1 The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) installments, payable on the last working day of each month (except December, which shall be paid on first working day in January) with appropriate deductions.
 - 21.2.1.1 Optional deductions are those deductions, that the COE and Association have mutually agreed upon, which the unit member may elect to have taken from her/his gross earnings.

Optional deductions must be initiated in writing by the unit member. Such authorizations shall remain in effect continuously until the COE receives from the unit member a written notice withdrawing the authorization for a particular deduction.

21.3 Initial Placement

21.3.1 Effective July 1, 2015, credit for service outside the COE shall be allowed on the salary schedule up to and including fifteen (15) year's experience, except those assigned to the Head Start program. Unit members shall be granted up and including fifteen (15) years of outside credit for longevity purposes. Private school experience for step increment on the salary schedule shall be accepted, providing the private school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule. Approved units of study for salary schedule advancement shall be counted for horizontal movement on the salary schedule.

21.3.1.2 New unit members shall be granted years of service on a cumulative basis for placement on the salary schedule. For example, a unit member who has worked five years at 0.5% FTE shall be granted 2.5 years of service credit. Or a unit member who has worked five years at 0.2 FTE shall be granted 1.0 years of service credit.

21.3.1.3 Part-time unit members who have not been given accumulated credit for either prior experience or years of experience with MCOE will advance to the appropriate step on the salary schedule effective July 1, 2004. For example, a unit member who has worked five years at 0.2% shall be granted one year of salary advancement.

21.3.1.4 Courses which are deemed by a college or university to be applicable to a graduate degree and that were completed prior to completion of and were not included in the attainment of the Bachelor's Degree, shall be considered for salary placement as though they had been completed subsequent to the granting of the Bachelor's Degree. Such conditions shall be verified through official transcripts or other suitable proof.

- 21.3.1.5 Unit members who resign from the COE and are subsequently re-employed shall be granted full experience credit earned while previously employed at the COE.
 - 21.3.1.6 Unit members whose initial COE employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
- 21.4 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their column. A year of service is defined as 75% of the regularly scheduled work year.
- 21.4.1 A unit member who works less than 1.0 FTE for at least 75% of school year will advance on the salary schedule when they accumulate 1.0 worth of service credit.
 - 21.4.2 A unit member who works less than 75% of the school year will advance on the salary schedule when they accumulate at least 75% of the school year.
 - 21.4.3 Unit members who have been employed in the regular educational program of the COE as probationary or permanent employees before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects shall be entitled to continue vertical advancement on the salary schedule for each year of service while assigned to such restricted programs.
- 21.5 Course credit for salary placement and movement on the salary schedule shall be given for post-graduate, lower division, upper division or graduate course work taken at two-year or four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission. Course credit for movement on the salary schedule must be approved pursuant to Section 21.6.1 below. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3). Unit members may receive course credit for movement on the salary schedule by completing designated and approved in-service training programs, provided that the in-service training is taken at the unit member's expense and on their own time. Fifteen (15) hours of approved in-service training will convert to one unit of credit for salary schedule movement purposes.

- 21.5.1 Unit members requesting movement on the salary schedule from one column to another shall file such requests with the Human Resources Department. Supporting records or transcripts verifying post-graduate units of study that are to apply towards such a reclassification shall be filed with the Human Resources Department. Such reclassification shall be effective upon the date of filing verification. The MCOE shall complete the verification process within three (3) months of the initial filing of records/transcripts. Upon completion the movement shall be retroactive to the date of units earned pursuant to 21.5 above.
- 21.6 Unit members are eligible for an incentive awards stipend when they have completed nine semester units of prior approved college or university coursework or continuing education units beyond an MA degree plus 30 units, or a BA degree plus 75 (See Salary Schedules Appendices A-1 and A-1a).
- 21.6.1 Prior to enrolling in the course or continuing education activity, approval for eligible units shall be obtained from the Human Resources Department.
- 21.6.2 An incentive award stipend of 6% of Level V of the unit member's current range on the current salary schedule shall be awarded by separate warrant to those who are eligible.
- 21.6.3 Incentive award stipends may be issued no more than once every three years for any individual teacher.
- 21.6.4 Written verification of completed coursework and written request for incentive award stipends must be submitted to the Human Resources Department on the appropriate form prior to September 1 of the school year in which the stipend is to be awarded. Payment shall be made by separate warrant no later than January 15 of the current school year. Each incentive awards stipend is a one-time only payment and does not affect placement on the teacher's salary schedule.
- 21.7 Supplemental Pay
- 21.7.1 Participation in programs beyond the regular workday shall be voluntary and paid. Supplemental pay shall continue year-to-year unless terminated in writing by either party.
- 21.7.2 Notice of intent to terminate supplemental pay positions shall be served by either party upon the other not less than 30 days prior to completion

of the activity. Notice shall include a statement of the reason for termination.

21.7.3 Supplementary pay positions shall be opened to unit members before they are offered to people outside the unit. The positions shall be posted and awarded to the most qualified applicants.

21.7.4 Supplemental pay shall be set forth in this Agreement provided that all wages paid be determined solely according to the principle of equal work without regard for age, sex, color, race, religion, disability, national origin, or marital status.

21.8 Mileage Rate

21.8.1 The COE agrees to pay unit members the IRS approved mileage rate for the use of personal vehicles in the performance of approved work assignments or other approved employer related business.

21.9 Business Expenses

21.9.1 The COE shall pay reasonable and necessary expenses, including, but not limited to fees, travel, lodging, meals and incidentals, incurred when the unit member is involved in an activity at the discretion of or authorized by a COE administrator when such activity is away from the unit member's primary work location.

21.9.2 Unit members who are invited to participate in both local and out-of-area recruiting trips, shall have all reasonable and necessary expenses associated with these trips paid for by COE.

21.10 Relocation Expenses

21.10.1 Effective April 5, 2001, fully credentialed unit members who are filling Critical Shortage Positions shall be granted up to \$3,500, IRS qualified relocation expenses as long as they agree to commit to teach for the COE for a minimum of two years. The COE may require that a bond be posted by the unit member to insure that the two-year commitment is fulfilled.

21.11 Professional Development Days for Migrant Education, Special Education, Alternative Education, including Monterey County Home Charter School and Community School Independent Study unit members:

- 21.11.1 Unit members may request pay for attendance at professional development activities conducted outside their normal workday provided that the department has budgeted for Professional Development activities. The request for the Professional Development activity must be submitted and approved prior to the activity (see Appendix F).
- 21.11.2 Unit members approved for pay for attendance at professional development activity shall be paid their current hourly rate.
- 21.11.3 Unit members who attend authorized conferences and/or workshops where college credit is offered and who pay for the college credit may have the units applied to the salary schedule for purposes of movement on the salary schedule according to Section 21.2.4 through 21.7.4.
- 21.11.4 Professional development on a non-workday or beyond the work year shall be voluntary.

**ARTICLE 22
HEALTH AND WELFARE BENEFITS**

22.1 Health Plan

- 22.1.1 The COE shall provide eligible unit members and their eligible dependents, and eligible domestic partners and their eligible dependents with Health Insurance coverage through the California Value Trust (CVT). MCOETA will indicate its choice of plans no later than June 1, 2013 for the 2013-2014 school year and no later than October 1 of each year thereafter subject to approval by MCOE. It is the responsibility of each eligible unit member to complete the necessary enrollment forms for him/her and for eligible dependents.
- 22.1.2 MCOE's contribution for health benefit premiums shall not exceed the following monthly amounts:

Employee only	\$ 573.09 per month
Employee plus spouse	\$1,134.41 per month
Employee plus children	\$1,134.41 per month
Family	\$1,530.48 per month

The above amounts shall include any premiums for Medical, Dental, Vision, Life, and Employee Assistance Programs (Behavioral Health).

- 22.1.3 Unit members selecting a plan with a higher monthly premium will be responsible for contributing the difference between the higher premium and the MCOE insurance cap through monthly payroll deductions in advance of the month of coverage.
- 22.1.4 Unit members who select plans that are less costly than the amounts in Section 22.1.2 above shall not be entitled to receive the difference as a "cash back".
- 22.1.5 Within 14 days of notice that the health insurance premiums will be increased for the following year, the parties shall meet and negotiate in good faith the impact of that increase.

22.2 Eligibility

- 22.2.1 Unit members employed 1.0 FTE are eligible for MCOE's contribution at the levels listed in Section 22.1.2 above for Medical, Dental and Vision insurance coverage.
- 22.2.2 Unit members employed at least .5 FTE by MCOE on or before February 1, 2011 will continue to receive the full MCOE contribution towards health insurance premiums as the unit members assigned to work 1.0 FTE.
- 22.2.3 After February 1, 2011, unit members who voluntarily reduce their hours to .5 FTE or more but less than 1.0 FTE shall be entitled to a pro rata contribution from MCOE for health insurance premiums. For example, unit members employed at .5 FTE will have 50% of their health benefit plan paid for by MCOE; unit members employed at .6 FTE will have 60% of their health benefit plan paid for by MCOE.
- 22.2.4 Unit members who are laid off at the end of the 2010-11 school year and are subsequently offered employment more than .5 FTE but less than 1. FTE shall be entitled to the MCOE contribution for health benefits as if he/she were employed full time.
- 22.2.5 Unit members employed for less than .5 FTE are ineligible for Medical Dental, and Vision insurance coverage.
- 22.2.6 Medical, Dental, and Vision insurance coverage for new employees and eligible dependents shall begin on the first day of the month following the new employee's hire date.

22.2.7 Unit members who terminate employment prior to the end of the school year shall be provided benefits coverage through the last day of the month of the payroll in which the termination occurred.

22.3 Life Insurance Plan

22.3.1 As part of the CVT medical plan, unit members are provided with a \$25,000 term life insurance policy. Dependents participating in the medical plan are not eligible for life insurance coverage.

22.3.2 Additionally, unit members are covered by a \$10,000 term life policy which goes into effect after a 30 day waiting period.

22.4 Income Protection Plan (Disability Insurance)

22.4.1 The COE shall provide unit members with a short-term income protection plan. The plan features a 10-day waiting period, and disability benefits up to 75% of the member's annual salary in accordance with the benefit plan document for a period of one year.

22.4.2 The plan coverage shall be coordinated with the eligibility for any State Teachers' Retirement System (STRS) or Public Employees' Retirement System (PERS) plan.

22.5 Employee Assistance Program Plan (EAP) Behavioral Health

22.5.1 The COE shall provide eligible unit members, including eligible domestic partners and their eligible dependents, through the insurance plan, access to an employee assistance program plan. Eligible dependents who are covered under the medical plan have access to this EAP program.

22.5.2 Unit member participation in the EAP shall be entirely voluntary and shall be kept confidential. The COE shall not use any information about a unit member gathered as a result of their participation in the EAP for any evaluation, discipline, or dismissal procedure.

22.6 Hearing Aid Reimbursement

22.6.1 Unit members with medically prescribed hearing aids shall be reimbursed up to \$1,500/aid for a maximum of \$3,000 in each four-year period of employment. Requests for reimbursement with verification shall be submitted to the Business Office for processing.

22.7 Health Insurance Reserve

22.7.1 MCOE shall establish a reserve fund to pay for future increases in the health insurance premiums specified above. As of July 1, 2013 that fund's balance is \$43,798. Each year thereafter, \$33,400 shall be added to that fund until otherwise negotiated. This fund shall be used exclusively to pay for increases in the health insurance premiums for the MCOETA bargaining units unless a different use is negotiated.

ARTICLE 23 CLASS/CASELOAD SIZE

This Article does not apply to Head Start. For Head Start class/caseload refer to Article 25.

23.1 Class Size/Caseload

23.1.1 All class size/caseload issues shall be reviewed at a meeting between Teacher and Administrators and may be requested by either party. At a minimum, a meeting to address class size/caseload issues or projections shall take place once at the beginning of the school year, and again in May to review plans for the extended year program, as well as the following academic year.

23.2 All class size/caseloads shall be set after considering the following factors: type of service to include frequency and duration; student behavioral issues; mental health issues; student IEP and 504 plan requirements; adult support levels; physical environment considerations/limitations number of sites, travel distance to and between sites and the number of pending referrals. If at any time a unit member is impacted by his/her caseload/class size/workload due to the factors listed above, the unit member may request a meeting with his/her Administrator to discuss a reduction of the caseload/class size/workload or remedies for relief.

23.3 **For Special Day Classes**, class size shall not exceed the need for one (1) teacher and three (3) instructional paraprofessionals. If the SDC teacher feels that there are too few or too many instructional paraprofessionals in his/her classroom, he/she shall meet with the immediate supervisor to discuss the problem.

23.4 **Resource Specialist Teachers** shall have a maximum caseload of 28 students (identified as Special Education or otherwise assigned to the caseload) unless a State Board of Education waiver is granted. Every reasonable effort shall be

made to limit the caseload of Itinerant Resource Specialist Teachers to 24 identified Special Education Students.

23.5 **Language, Speech and Hearing Specialists**, every effort shall be made to limit the 1.0 FTE assignment to a caseload maximum of fifty-five (55) identified Special Education students. Consideration of factors listed in Section 23.1, 23.2 and Steps in a Workload Analysis, dated May 21, 2012 and contained in Appendix M of the MCOE/MCOETA Contract shall apply. Caseload issues shall be reviewed with an administrator. Any changes to this document, Steps in a Workload Analysis, shall trigger a re-negotiation of this section.

23.5.1 The maximum caseload for a 1.0 FTE Speech and Language Specialist providing services exclusively to individuals with the exceptional needs, between the ages of three (3) and five (5) years, inclusive, shall not exceed a count of 40. If the Speech and Language Specialist serves a mix of preschool and school-age caseload, the caseload maximum shall be prorated based upon the number of pre-school and school-age students in the class.

23.6 **For the Court and Community Schools**, the flexibility provisions described below are contingent on the availability of adequate size classrooms at both the Court and Community Schools. Class size is determined by the number of students in teacher's classroom during the entire day. While the average number of students in a teacher's class during a given day is the basis for the class size targets, every reasonable effort shall be made to limit individual class sizes to the stated targets.

23.6.1 If class sizes exceed the following class size targets for Court and Community Schools, MCOE/MCOETA shall meet with the Senior Director of Alternative Education to discuss the implementation of appropriate actions for remediation. All or some of the following may be implemented by the agreement of the administrator and the teacher to insure safety, security, and flexibility of the learning environment:

1. Staff and administration may work to provide appropriate paraprofessional support to mitigate the impact of increased class size.
2. Administration may immediately remove students from the teacher's classroom who create an unsafe learning environment, i.e. terrorist threats, etc.
3. If class size is exceeded for two weeks or 10 out of 15 school days, administration and MCOETA may discuss rebalancing classes or addressing other solutions.

4. Classes exceeding the class size target may be moved to larger classrooms, if available, at the request of the teacher.
 5. Additional actions may include but are not limited to hiring another certificated teacher or any other measure that is mutually agreeable.
- 23.6.2 For the Court and Community Schools, the following class size targets shall apply:
- 23.6.2.1 Youth Center 18:1
 - 23.6.2.2 For Juvenile Hall 18:1
 - 23.6.2.3 For the Community Schools 20:1
- 23.7 Community School Independent Study. The FTE for a Community School Independent Study teacher shall be 7 hours per day.
- 23.7.1 During instructional time teachers will meet with a group of students of no more than eight (8) students at a time. Study Halls and lab sizes will be mutually agreed upon by the Director and school staff depending on room configuration, classroom size, and other restrictions as noted above and in 23.2.
 - 23.7.2 Alternative Education IS teachers working in an IS program, representatives, and administrators will meet prior to the end of the school year to determine tentative program configuration and scheduling for the summer sessions and for the following academic year.
 - 23.7.3 Teachers working with students using a one-on-one student to teacher ratio will receive a draft schedule from administration no later than Friday afternoon of the previous week. If the teacher believes that the schedule fails to provide an adequate learning environment because of concerns based upon 23.2 above, the teacher will contact the administration to request an adjustment in the schedule. It shall be a goal that no teacher will be assigned more than 27.5 hours of one-on-one time direct instruction with students per week. If the teacher continues to be concerned about the schedule, the teacher and principal shall meet to resolve the problem.
 - 23.7.4 Teachers who are asked to take on a one-on-one independent study student in addition to his/her 27.5 hours of one-to-one time or in

addition to his/her full time assignment shall be compensated at the rate of 1.5 times his/her hourly salary.

23.8 Monterey County Home Charter School

23.8.1 After reaching the maximum caseload (currently 29.9 students) unit members will be compensated on a timesheet at the rate of 1.6 hours per student. Unit members shall not be obligated to have more than 30 students on their caseload.

23.8.2 Other assigned duties. Other assigned duties are equitably assigned to student caseloads and shall be included as part of the job responsibility. The Administrator and teacher whenever possible will discuss these duties and shall be assigned first voluntarily by May 31st of the previous school year.

**ARTICLE 24
RETIREMENT PROGRAMS**

24.1 General Retirement

Pursuant to STRS/PERS requirements, unit members will resign their position with the COE, terminating their certificated employment, and enter into a STRS/PERS service retirement status. In such a status, the retiree will cease to be a member of the Association and will not have the rights or responsibilities under the remaining provisions of this Agreement. It is also understood that unit members may select and participate in pre and post retirement employment and benefits programs.

24.2 Medical Benefits Upon Retirement

24.2.1 Effective January 1, 2003, a medical benefit (including medical, dental and vision) will be available to unit members upon retirement for a period of up to ten (10) years in accordance with the following schedule, or up to the age of Medicare eligibility, currently age 65.

<u>Years of Continuous MCOE Service</u>	<u>Years of Medical Benefits</u>
5 Years	5 Years
7 Years	6 Years
9 Years	7 Years
11 Years	8 Years

13 Years
15 Years or More

9 Years
10 Years

To be eligible for these benefits unit members must meet the following criteria:

- 24.2.1.1 Years of continuous service must be at the .5 FTE level or above.
 - 24.2.1.2 The unit member must be eligible for retirement and have so applied for benefits.
 - 24.2.1.3 The retiree must be below the age of Medicare eligibility, currently 65 years of age, to receive benefits. Unit members eligible for Medicare, currently sixty-five (65) years of age or older, who have five years of continuous, uninterrupted service in the employ of the County Superintendent, may buy into the medical plan at the group rate.
- 24.2.2 For those unit members who are eligible for 10 years of benefits at retirement and who reach the age of Medicare eligibility before exhausting the 10 years of benefits, MCOE will provide a Medicare Supplement Plan at a cost not to exceed \$573.09 per month. Those retirees not eligible for Medicare shall receive an amount equal to the cost of the Medicare Supplement upon reaching Medicare age. The benefit shall continue up to and including a tenth year.
- 24.2.3 Paid medical, dental and vision coverage is available for the unit member only at a cost not to exceed \$573.09. The premium paid by the COE for the retired unit member is the same as the premium contribution made by the COE for single active employees. (For medicare supplement plan coverage see section 24.2.2 above)
- 24.2.3.1 Dependent coverage may be continued if the retiree makes direct payment to the COE
 - 24.2.3.2 If the unit member selects a plan with a lower premium, the difference in cost between the highest and lower plan may be applied to dependent coverage.
 - 24.2.3.3 If the retiree or spouse is in arrears in payment by 30 days or more, the COE may cancel coverage.

- 24.2.4 Upon the death of a retiree, the surviving spouse may buy into the group plan by paying the premium to COE.
- 24.2.5 When the retired unit member reaches the age of Medicare eligibility, currently 65 years, or when the medical benefit period expires, the retiree and dependents may remain in the group plan by paying the premium.
- 24.2.6 Eligible unit members may defer access to the Retiree Medical Benefit Program (See Section 24.2) for a period of up to five (5) consecutive years if they satisfy all of the following provisions:
 - 24.2.6.1 In order to apply for this benefit deferral, unit members must be age eligible for retirement from either the PERS or STRS system. By the end of the five-year deferral period the unit member must have applied for retirement benefits from either PERS or STRS in order to be eligible for retiree medical benefits as outlined in 24.2.1.
 - 24.2.6.2 Unit members must have achieved at least ten (10) years of continuous, uninterrupted service with the County Office of Education.
 - 24.2.6.3 Upon retirement or separation from the COE, an eligible unit member must declare his/her intention to defer eligibility for Retiree Medical Benefits no later than ten (10) working days after the date of separation.
 - 24.2.6.4 In order to participate in the 5-year medical benefit deferral program, unit members shall maintain continuous primary health insurance coverage with CVT and make the appropriate payment to COE.
 - 24.2.6.5 The premium contribution for unit members participating in this program during the deferral will be the same as the COE contribution for single active employees.
 - 24.2.6.6 Unit members participating in the program who maintain primary health insurance coverage with CVT shall be able to continue coverage for eligible dependent(s), provided that the unit member makes the appropriate premium contribution to the COE.

24.2.6.7 Unit members may move to a lower cost plan during the deferment period, and may re-enroll in any plan under the current CVT change of funding source guidelines when their employer paid benefits become effective.

24.3 Retiree Contract for Service Plan (Consultant Service Plan)
(Does not apply to Head Start)

24.3.1 The COE may offer retirees the opportunity for a reduced contract (AR 2161).

24.3.2 A unit member shall have reached the age of fifty-five (55) years and have been employed by the COE for not less than ten (10) years. The unit member shall retire and not return to regular employment with the COE except for exceptional circumstances.

24.3.3 The contract for services shall be a period of up to five (5) years. The participant shall provide 30 days of service per fiscal year in services mutually agreed upon by the parties. Termination of the contract prior to completion of the contracted term shall be by mutual agreement.

24.3.4 A participant approved for this plan shall receive the following benefits:

24.3.4.1 The unit member who retired prior to June 1, 2007 shall receive a per diem for each day of mutually agreed to service as provided in Appendix A-4. This rate shall be increased by the same percentage as unit members paid on the salary schedule. Such increases shall be effective upon the first day of the month following the date of ratification of the salary schedule increase.

24.3.4.2 Unit members who retired on or after June 1, 2007 shall receive the base salary schedule daily rate of pay he/she was receiving at the time of retirement, including pay for Masters and/or Doctorate degrees.

24.3.4.3 During each of these five years the unit member shall perform 30 days of satisfactory service to COE, performing duties mutually agreed upon with the Superintendent. Each successive year shall depend on the satisfactory performance in the previous year.

24.3.4.4 Fewer, or more, than 30 days' service may be performed in any given year by mutual consent of unit member and

Superintendent, but no more than a total of 150 days shall be assigned during the five-year period. (In case of fewer than 30 days, a commensurate reduction shall be made in the annual payment).

- 24.3.4.5 Method and timing of payment shall be mutually agreed upon by both parties.
 - 24.3.5 The unit member shall file an application for a retiree contract with the Human Resources Department at the time of retirement.
 - 24.3.6 Under the terms of this plan, the early retirement consultant shall perform such services for the COE as may be agreed upon mutually.
 - 24.3.7 Participation in the early retirement plan shall be purely voluntary on the part of the unit members.
 - 24.3.8 The retirement consultant may choose to discontinue this program at the end of the contract year.
- 24.4 Reduced Service Employment Plan Pre-retirement Option (Willie Brown)
(Does not apply to Community School Independent Study, Monterey County Home Charter School or Head Start)
- 24.4.1 A unit member may become a participant in this part-time program by mutual consent with COE. Such participation may be renewed annually with mutual consent of the COE for a period up to five (5) years.
 - 24.4.2 Reduced services employment shall consist of either the: Equivalent of one-half (1/2) the number of sequential days of service required by the unit member's contract of employment during her/his final year of service in a full-time position and shall commence on the first day of the half of the work year, or the first day of the second half of the work year; or equivalent to half-time employment per day for the full school year.
 - 24.4.3 A unit member shall have reached the age of fifty-five (55) years prior to reduced service employment. The unit member shall have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 - 24.4.4 A unit member shall be paid a salary which is one-half of the salary that would have been earned had the unit member not elected to exercise

the option of reduced services employment. The unit member's State Teachers Retirement System or Public Employees Retirement System contribution paid by both the COE and the unit member.

- 24.4.5 The COE shall provide participating unit members with the health and welfare benefits as though they were full-time unit members.
- 24.4.6 Unit members wishing to participate in the program shall apply by letter to their program manager no later than March 1 of the preceding year. The program manager shall forward her/his recommendations to the division head for approval. The application shall then be forwarded to the personnel office by April 1 for the following school year.
- 24.4.7 A reduced services unit member may be returned to full-time employment only with the mutual consent of the unit member and the COE.

24.5 Credit of Accumulated Sick Leave Toward Retirement

- 24.5.1 Unit members shall be given credit toward retirement for accumulated sick leave in accordance with the appropriate Education and Government Code sections (STRS/PERS regulations).

24.6 Retirees Serving as Substitute

- 24.6.1 Unit members who have retired prior to June 1, 2007 from MCOE and elect to return to work as substitute teachers shall be paid at the daily rate as provided in Appendix A-4. This rate shall be increased by the same percentage as unit members paid on the salary schedule. Such increases shall be effective upon the first day of the month following the date of ratification of the salary schedule increase.
- 24.6.2 Unit members who retired on or after June 1, 2007 and elect to work as substitute teachers shall be paid the base salary schedule daily rate of pay he/she was receiving at the time of retirement, including pay for Masters and/or Doctorate degrees.

24.7 Retirement Incentive Program

- 24.7.1 All unit members who have reached the age of 50 are eligible to participate in a retirement incentive program as follows:

Required Age	Years of Experience with MCOE	Percentage
Age 50 to 54	10 years or more	10%

Age 55 or more	10 years or more	12%
Age 55 or more	15 years or more	14%

24.7.2 Percentage is based on the total amount of compensation as defined by the final placement on the salary schedule, Master’s and/or Doctoral Degree stipend and other salary enhancements including, but not limited to, PAR, Team Teacher, etc.

24.7.3 The Superintendent may grant credit for eligibility stated above providing that the unit member has rendered service in an educational agency that transferred responsibility of operation to the MCOE and unit member’s combined experience in the agency and MCOE meet the above requirements.

**ARTICLE 25
HEAD START**

25.1 Career Development/Professional Growth

25.1.1 7.75 hour unit members will receive release time up to two (2) hours per week (20 minutes of release time per approved career development unit).

25.1.2 7.75 hour (PM) unit members who enroll in career development classes in the morning prior to the start of their workday shall receive release time during the first or last hour of their workday.

25.1.3 To be eligible for release time the unit member shall provide proof of enrollment in an approved course and a course schedule.

25.1.4 Release time will be taken on a weekly basis. Release time shall be denied only on the basis of emergency program needs. Arrangements shall be made for the unit member to use the release time as soon as possible. The unit member and the supervisor shall mutually agree upon release time schedules. If there is no mutual agreement the release time schedule shall be referred to the appropriate Program Manager. The unit member’s final grade shall serve as documentation for validation of release time taken. (A request for Professional Development Support form shall be completed and signed prior to taking release time).

25.1.5 Management shall make every reasonable effort to provide approved release time.

25.2 Compensation as Head Start Administrative Designee

25.2.1 Unit members who agree to be designated by the Head Start Program Site Supervisor as site administrators, during the absence of the Site Supervisor, will be eligible to receive "Adult Supervising Hours" to be used toward "Site Supervisor Permit".

25.2.2 Site Supervisors in-charge of more than one center shall designate in writing a unit member as designee during the hours the Site Supervisor is off-site. Recognizing experience and expertise, the administrator shall distribute the designated duty assignments equally among qualified unit members. Unit members can decline this assignment.

25.2.3 Unit members coordinating the activities of Parent Volunteers or Foster Grandparents or other volunteers are eligible to receive "Adult Supervising Hours".

25.3 Hours of Employment

25.3.1 The workday for Head Start bargaining unit members assigned to a 7.75-hour workday shall be, inclusive of one (1) fifteen-minute break period, and other breaks as appropriate. The workday shall be exclusive of one-half (0.5) hour duty-free lunch time and shall be 8.25 hours.

25.3.2 The work year shall consist of 180 to 227 assigned working days (as determined by the specific site assignment).

25.3.3 Unit members who are required by the Head Start Program Director or designee to attend staff development, open house, parent meetings or other required meetings before or after the regular workday will earn pre-approved flex time to be taken within fifteen workdays.

25.4 Student Contact Hours

25.4.1 At Head Start Centers where there is an extended day program, there shall be no more than six and one half (6.5) hours of instructional time with their regularly assigned class. At Head Start Centers where there are AM and PM classes on a regular basis, there shall be no more than three and one half (3.5) hours of instructional time with their regularly

assigned class, plus up to one hour (1) hour of student contact time outside their regularly assigned class time.

25.4.1.1 In the event that a substitute cannot be secured for an absent unit member or Site Supervisor, Head Start unit members may be asked to substitute.

25.4.1.1.1 Substitute work outside the regular assigned workday (including duty free lunch time) of the Head Start bargaining unit member will be compensated at the per diem, per hour rate of the bargaining unit member. (For example, a seven (7) hour PM teacher who substitutes for an eight (8) hour AM teacher will receive an additional one and one-half hour of per diem, per hour pay for the hours worked between 8:00 – 9:30 AM).

25.4.1.1.2 Substitute work within the regular assigned workday of the Head Start bargaining unit member will be compensated at a rate no less than the current Head Start substitute rate in addition to the bargaining unit member's regular pay. (For example, a seven (7) hour PM teacher who substitutes for an eight (8) hour AM teacher will receive an additional two (2) hours of substitute pay for the additional responsibilities undertaken between the hours of 9:30 AM – 12:00 PM less the one-half hour of lunch).

25.4.1.1.3 Head Start bargaining unit members have the right to turn down requests to substitute outside the regular workday. Turning down request to substitute outside the regular workday will not be reflected on the evaluation.

25.4.1.2 Substitute assignments will be offered equitably among bargaining unit members at the Head Start site or in the vicinity.

25.4.2 At Head Start extended day sites, the unit member, the Site Supervisor and the Program Manager will mutually agree upon the scheduling of

student contact hours. In the event agreement cannot be reached, the Head Start Director will make the final determination. Such decisions shall not be arbitrary, capricious or unreasonable.

25.4.3 Preparation time for unit members will be no less than two hours and thirty minutes daily. Of the two hours and thirty minutes, the first thirty minutes and the last sixty minutes of each workday will be reserved for student-free preparation time.

25.5 Student-Teacher Ratio

25.5.1 Class size shall not exceed the teacher-student ratio as set forth in the Manual of Policies and Procedures Community Care Licensing Title 22 Division 12.

25.6 Mileage

25.6.1 The COE agrees to pay unit members the IRS approved mileage rate for the use of personal vehicles in the performance of approved work assignments or other approved employer related business.

25.7 Substituting

25.7.1 The daily substitute rate of pay shall be \$15.20 per hour effective July 1, 2005. After 20 days of continuous substituting in the same assignment, the substitute shall be paid at step 1, column 1 of the Head Start salary schedule.

ARTICLE 26 CONSULTATION

26.1 The Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum and the selection of textbooks. The Association and COE may mutually agree to consult on other matters that affect unit members.

26.2 The COE shall give notice to the Association that action on any matter within the mandatory scope of consultation is to be taken. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

26.3 Should the Association exercise its right to consult, within five (5) days the parties shall meet to exchange information, options, proposals, and

recommendations freely and to make a good faith effort to reach a resolution on the matter(s) under consideration.

- 26.4 The COE shall give good faith consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

ARTICLE 27
YEAR ROUND EDUCATION
(Does not apply to
Monterey County Home Charter School)

- 27.1 Unit members serving students on varied calendars may recommend the option of staggering their work days year round to improve the delivery of educational services for their students. Such recommendations shall be submitted to their supervisor for review and approval.
- 27.2 Unit members who are authorized to work additional days beyond the contracted year, shall be paid at their per diem rate for those additional days.
- 27.3 Head Start – Section 27.2 shall apply to Head Start unit members. Sections 27.1 shall not apply.

ARTICLE 28
EXTENDED YEAR
(Does not apply to
Monterey County Home Charter School or Head Start)

- 28.1 Extended Year for a unit member shall be defined as additional days worked beyond the regular school year contract as defined in 10.3.
- 28.2 Salary shall be based on each unit member's placement on the salary schedule for the preceding school year and no bargaining unit member shall receive an hourly amount that is less than the hourly amount paid to non-bargaining unit members. Salary shall be pro-rated according to the length of workday (see section in Hours of Employment 10.1 and 10.2) for each unit member.
- 28.3 During the Special Education and Alternative Education extended year session, bargaining unit members shall be paid for five (5) hours including four (4) hours of instruction.

- 28.4 Within the paid five (5) hours, preparation time shall be included within the time prior to arrival of the first student in class and time after the departure of the last student.
- 28.5 Priority for extended year assignment shall be based on:
- 28.5.1 First priority – current assignment
 - 28.5.2 Second – seniority (date of hire) within credential requirements and recency and extent of experience.
- 28.6 Unit members may earn and use accumulated sick leave during extended year. Unit members who work extended year shall earn one (1) additional day of sick leave for each four (4) week period worked.

ARTICLE 29
SPECIALIZED HEALTH CARE PROCEDURES

- 29.1 Nurses, teachers and instructional paraprofessionals shall jointly be responsible for providing specialized health care if the students' disability requires such to be provided. On-site training by a credentialed school nurse shall be provided for all employees assigned students with such needs.
- 29.2 Unit members may request to be exempt from providing specialized health care services based upon good cause.
- 29.3 Except in the case of an emergency, all specialized health care procedures shall be directed in writing by the immediate supervisor/principal and credentialed school nurse.
- 29.4 Unit members who may come in contact with bodily fluids shall be provided latex, vinyl or rubber gloves, mouth to mouth breathers in classrooms, access to hot water, antiseptic soap and any other items necessary to perform reasonable and necessary services.
- 29.5 Unit members shall be indemnified and held harmless from liability for performing specialized health care services recognized within the course and scope of their employment excluding gross negligence and intentional acts.
- 29.6 Liability insurance shall be provided to unit members for services recognized within the course and scope of their employment including but not limited to

specialized health care services, medical treatment, and the furnishing or dispensing of medications.

ARTICLE 30
JOB SHARING
(Does not include Head Start)

- 30.1 Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment. Two unit members may share an assignment for one (1) year. Job applications for a job-sharing assignment for the following school year shall be filed with the COE no later than March 1. The COE shall approve or deny requests and notify, in writing, the applicants of its decision by May 1. If a request is denied, the applicants shall be notified, in writing, of the reasons for the denial. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked. In no event shall the total amount of health and welfare benefits for the job-sharers exceed the amount the COE would have paid if the position had not been shared.
- 30.2 Each job-sharing unit member shall receive a full year salary schedule increment as long as the unit member would have received such increment as a full time employee.
- 30.3 Upon request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the COE prior to March 1. In the event the two unit members fail to notify the COE of their desire to continue the job-sharing assignment, or in the event the COE does not approve continuance of the assignment, the unit members shall be returned to full-time assignments.
- 30.4 If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, the unit member shall be returned to an assignment within his/her credential. If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member shall be assigned to the first available full-time teaching position for which she/he is certificated and in conformance with the provisions of this Agreement.

**ARTICLE 31
PEER ASSISTANCE AND REVIEW**

- 31.1 A Peer Assistance and Review (PAR) program shall be implemented June 30, 2000 and continue for as long as there is funding to support it.
- 31.2 If available, permanent unit members who receive an unsatisfactory formal evaluation shall be referred to and shall participate in the Peer Assistance and Review Program. For the purposes of this Article, an overall “unsatisfactory” rating in Category A and/or B on the Formal Evaluation Report for Certificated Employees shall trigger a referral to PAR. An “unsatisfactory” rating in Category A, “Adherence to Curricular Objectives”, or Category B “Instructional Techniques/Strategies”, shall result from “unsatisfactory” ratings in three (3) or more numbered subcategories (within a Category).
- 31.3 Permanent teachers providing classroom instruction may volunteer to participate in the PAR program. Classroom teachers are defined as teachers providing direct instruction. A volunteer may discontinue his or her participation in this program at any time. The consulting teacher shall not participate in the evaluation of the volunteer.
- 31.4 Permanent classroom teachers may volunteer to participate in Peer Assistance. Participation by a volunteer shall be kept confidential except on a need to know basis. A volunteer may discontinue his or her participation in this program at any time. A volunteer’s participation is for peer assistance only. The consulting teacher shall not participate in the evaluation of the volunteer.
- 31.5 Peer Review Panel
- 31.5.1 A peer review panel shall be established and comprised of 2 classroom teachers and 1 administrator. The two most senior panel members shall remain and serve out their current terms.
- 31.5.1.1 The classroom teacher panel members shall be chosen by the Association. They shall possess equal or greater qualifications than consulting teachers and shall represent different COE programs.
- 31.5.1.2 The administrator panel members shall be chosen by the Superintendent or his/her designee.
- 31.5.1.3 Initially, panel members shall be chosen no later than August 1. Initially, one classroom teacher panel members shall serve

for 3 years and one shall serve for 2 years. All subsequent terms shall be 2 years. In the event of an extended absence or a resignation, the Association shall immediately appoint an alternative. Administrator panel members shall serve the same.

31.5.1.4 Panel members may not serve for more than two consecutive terms. If there are no other applicants for the job, the current panel members shall have the term renewed for an additional year.

31.5.1.5 A quorum shall be one (1) Association and one (1) COE chosen members

31.6 The Peer Review Panel shall:

31.6.1 Establish its operating procedures such as what constitutes a quorum, its meeting schedule, place, chairperson, etc. Reasonable released time shall be provided by the COE for Panel meetings.

31.6.2 Establish its own Rules of Procedure for implementing the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of the Agreement and the law and to the extent that there is an inconsistency, the Agreement and ultimately the law will prevail.

31.6.3 Establish a procedure to become a Consulting Teacher; and select the consulting teachers by June 1. Also establish a procedure and grounds to remove a Consulting Teacher during his/her term of appointment.

31.6.4 Develop all forms necessary to implement this article.

31.6.5 Send a copy of the adopted Rules and Procedures to unit members or administrators upon request.

31.6.6 Determine the number of Consulting Teachers for each school year based upon participation in the program, the budget available and other relevant considerations. (Evaluators shall refer potential participating teachers to the Personnel Director who shall refer teachers to the panel).

31.6.7 Develop all application forms for consulting teachers and volunteer participating teachers and all report forms for consulting teachers and the peer review panel.

- 31.6.8 Make available the list of consulting teachers to each participating teacher
- 31.6.9 Notify consulting teachers, their assigned participating teachers and notify the administrator or administrator designee of a school where a voluntary participating teacher is assigned.
- 31.6.10 Develop criteria and review applications of voluntary permanent teachers and approve their participation in the PAR program or refer them to other appropriate COE programs:
- 31.6.11 Review peer review reports submitted by consulting teachers
- 31.6.12 Make recommendations to the Superintendent regarding referred participants in the program including forwarding the names of teachers, who after 1 year of sustained assistance are not able to demonstrate satisfactory performance. Extenuating circumstances agreed to by the Association and the COE may extend this period of time.
- 31.6.13 Submit to the Association and the COE suggestions for improvement of the peer assistance and review program.
- 31.6.14 All Panel proceedings and materials related to reports and other personnel matters shall be confidential except on a need to know basis. Therefore, Panel members shall not disclose such information except as necessary.
- 31.6.15 The Chief Human Resources Officer will approve reasonable and necessary released time to perform duties which require panel members to visit classrooms and/or for in-service training.
- 31.6.16 Peer Review Panel teacher members shall be paid a stipend of \$3,000.00 from the date of their appointment through June 30, 2001. Thereafter, the stipend shall be \$750.00 per fiscal year. Service based upon less time shall be prorated.

31.7 Consulting Teachers

- 31.7.1 A consulting teacher is one who provides assistance to classroom teachers who participate in the peer assistance and review program. No more than one referred participating teacher may be assigned to a consulting teacher on an annual basis and no more than three volunteer participants shall be assigned to a consulting teacher on an annual basis.

- 31.7.2 Classroom teachers shall file their confidential application to become a consulting teacher no later than April 1 and shall meet the following minimum qualifications:
- 31.7.3 Be a permanent classroom teacher
- 31.7.4 Possess substantial (at least three years) recent experience instruction with at least three (3) years' experience in the COE
- 31.7.5 Demonstrate exemplary teaching ability which includes effective communication skills, subject matter knowledge and mastery of a range of teaching strategies to meet pupil needs in different contexts.
- 31.7.6 Consulting Teachers shall submit three letters of reference with one being from his/her current principal or immediate supervisor. Such references shall be considered as confidential.
- 31.7.7 Consulting teachers shall prepare at least 2 peer review report(s) per school year on the referred participating teachers they assist.
- 31.7.8 Beginning in the 2005-06 school year, there will be a reduction in the number of PAR consulting teacher from the current level six (6) teacher to four year (4). Each consulting teacher shall be paid an annual stipend of \$2,625.00 (prorated if less than one (1) year for consulting teacher). A fifth consulting teacher position will be designated to assist new speech therapists in need of CFY certification and paid for the monies independent of PAR budget.
- 31.7.9 Consulting teachers shall be provided reasonable and necessary release time to observe and assist the referred and/or voluntary participating teacher(s).
- 31.7.10 Consulting teachers shall be appointed for three years and may be appointed for one additional term. If there are no other applicants for the job, the current consulting teachers shall have their term renewed for an addition year. In the initial year (2000-2001), the peer review panel may stagger the term of the consulting teachers.
- 31.7.11 A copy of the consulting teachers final report shall be submitted to the COE by May 1st for placement in the teacher's personnel file and may be used in the teacher's evaluation.
- 31.7.12 Consulting teachers may be assigned to alternate support activities, such as new teacher training or professional development, where feasible.

31.7.13 All proceedings and materials related to reports and other personnel matters shall be confidential except on a need to know basis. Therefore, consulting teachers shall not disclose such information except as necessary.

31.8 Participating Teachers

31.8.1 Referred Participating teachers shall be provided:

31.8.2 Clearly written performance goals which are aligned with pupil learning and consistent with the Instructional Techniques and Strategies and Adherence to Curriculum Objectives. For a required participating teacher, the evaluator shall prepare these goals.

31.8.3 A meeting with their evaluator and their consulting teacher to discuss the performance goals and the evaluator's assistance plan.

31.8.4 Multiple consulting teacher observations during classroom instruction;

31.8.5 Reasonably sufficient staff development to assist improvement in teaching skills and knowledge.

31.8.6 The opportunity to prioritize and indicate up to three preferences as to who would be their consulting teacher. The peer review panel shall review the list of preferences and assign a consulting teacher.

31.8.7 The opportunity to meet with the peer review panel to discuss a request to change the consulting teacher.

31.8.8 The Participating Teacher shall have the right to present reasons why a specific Consulting Teacher should be replaced and another Consulting Teacher substituted and to have those reasons considered.

31.8.9 The right to have representation at all formal conferences and meetings.

31.8.10 Up to \$4,000.00 total reimbursement for instruction materials and supplies purchased with the concurrence of the consulting teacher. The \$4,000 total amount will be distributed to participating teachers based on guidelines and procedures developed by the PAR panel.

31.9 A copy of the consulting teacher reports shall be submitted to and discussed with the referred participating teacher to receive his or her signature before it is submitted to the Panel. The participating teacher's signing of the report does

not necessarily mean agreement, but rather that he or she has received a copy of the report. The Participating Teacher shall be entitled to review all reports generated by the Consulting Teacher prior to their submission to the PAR Panel and to have affixed thereto his/her comments. To effectuate this right, the Consulting Teacher shall provide the Participating Teacher with copies of such reports at least five (5) working days prior to any such meeting (10 days for the final report). These requirements shall be completed in a timely manner in order that the consulting teacher's' final report be submitted to the PAR Panel no later than April 15th. The PAR Panel shall submit the final report to the COE no later than May 1st.

31.9.1 The participating teacher shall have a right to representation at any meeting of the PAR Panel to which the Participating Teacher has been requested to attend, and shall be given a reasonable opportunity to present his/her point of view concerning any report being made. The referred participating teacher shall also have the right to request a meeting with the consulting teacher and to be represented at this meeting by the Association representative.

31.9.2 The decision to require a permanent teacher who has received an "unsatisfactory" evaluation to participate in this Program shall not be subject to the grievance procedure. Nor shall a Participating Teacher have access to the grievance process to challenge the contents of reports, evaluations, or decision of the PAR Panel, but may file responses which shall become part of the official records of the intervention.

31.9.3 The record of this intervention may be sealed within the personnel file after four (4) years.

31.10 Related Matters

31.10.1 A cooperative relationship between the consulting teacher and the administrator or administrator designee shall be expected and strongly encouraged by the Association and the COE. The administrator or administrator-designee shall retain the responsibility for evaluation.

31.10.2 A budget for this peer review and assistance program shall be jointly developed by the Association and the COE. After the first year, the Peer Review Panel shall recommend a budget to the Association and the COE.

31.10.3 The Association and the COE shall jointly monitor the development and implementation of this program.

- 31.10.4 Peer review panel teacher members and consulting teachers shall be provided reasonable released time for performing duties which require them to visit classrooms and/or for in-service training. If in-service training takes place outside of work hours, these teachers shall be paid their daily or prorated per diem hourly rate of pay.
- 31.10.5 The Association and the District shall jointly develop and provide in-service training for panel members and consulting teachers.
- 31.10.6 Panel members and consulting teachers shall be provided the same liability coverage contained in the Education Code and Government code as provided to administrators and others acting on behalf of the District. This includes District paid legal defense and settlements or awards, if any. The COE shall hold harmless the members of the PAR Panel and the Consulting Teachers for any liability arising out of their participation in the PAR program, and shall have the same protection and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the Government Code. Panel members may select their own attorney when there is a conflict of interest.
- 31.10.7 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions.
- 31.10.8 Panel members and consulting teachers shall be provided mileage reimbursement for travel directly related to performing duties assigned by this Article.
- 31.10.9 Panel members and consulting teachers shall be reimbursed for reasonable and necessary expenses incurred in the performance of their duties directly related to the PAR program.
- 31.10.10 This article shall be in compliance with the Education Code requirements covering peer assistance and review programs.
- 31.10.11 This Article shall not supersede COE's rights under the Education Code to non-reelect or release unit members.
- 31.10.12 Based upon legislative modification or deletion of the peer assistance and review program, the Association and the District agree to negotiate the effects of these actions.

**ARTICLE 32
UNIT MEMBER DISCIPLINE**

32.1 JUST CAUSE/DUE PROCESS

The COE may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for not more than fifteen (15) working days. Discipline pursuant to this Article shall not include dismissal or suspensions for more than fifteen (15) working days.

32.2 PROGRESSIVE DISCIPLINE

32.2.1 The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the COE to directly impose a written reprimand, or suspension without pay. Whether or not the serious nature of the offense requires bypassing the discipline steps below, progressive discipline may be submitted to the grievance procedure under Article 9 of the agreement.

32.2.1.1 VERBAL COUNSELING/WARNINGS

The COE shall first issue a verbal counseling/warning before imposing further discipline. A second verbal counseling/warning pursuant to similar actions in the previous 12 months shall result in a post-conference summary memorandum with a copy to the unit member. The post-conference summary memorandum shall be retained but not be placed in the unit member's personnel file.

32.2.1.2 WRITTEN REPRIMAND

Subject to 32.2.1 above, written reprimands shall not be issued unless the unit member has received a second verbal warning about similar actions within the last twelve (12) months. The unit member shall sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's personnel file.

32.2.1.3 SUSPENSION WITHOUT PAY

Subject to 32.2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member shall be suspended more than fifteen (15) working days per disciplinary action. In all instances, however, the length of a suspension shall relate to the severity of the action.

32.3 NOTICE

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy shall be concurrently provided to the Association president. The notice of suspension shall contain:

- 32.3.1 A statement of the specific acts or omissions upon which the action is based
- 32.3.2 A statement of the cause(s) for which action is recommended;
- 32.3.3 Where applicable, the Education Code section, policy, rule, regulation, or directive violated;
- 32.3.4 Penalty proposed and effective date;
- 32.3.5 Copies of the documentary evidence upon which the recommendation is based;
- 32.3.6 A statement of the unit members' right to challenge the proposed action by requesting a hearing pursuant to the grievance procedure of Article 9 of this Agreement subject to Section 32.5.1 below.

32.4 ADMINISTRATIVE LEAVE

In the event a unit member is placed on administrative leave without advance notice, a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

32.5 PROCESS

32.5.1 Only written reprimands and suspension without pay may be appealed to Level II under the grievance procedure in Article 9 of the Agreement commencing with Section 9.4. If timely appealed, the penalty shall not be applied until the Cabinet Level Member's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite.

32.5.2 The Association shall appeal the imposition of discipline by delivering written notice of appeal to the Cabinet Level Member within twenty (20) working days after receipt of the notice of suspension or written reprimand. If the Association does not demand process described in Level II, Article 9 of the Agreement (grievance procedure) within the above timeline, the suspension without pay or letter of reprimand may be imposed immediately by the superintendent or designee.

32.6 CONFIDENTIALITY

All information or proceedings regarding any actions or proposed actions pursuant to the Article shall be kept confidential by the parties to the extent permitted by law.

32.7 EDUCATION CODE

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to preclude the COE's right to re-elect probationary or other non-permanent unit members.

ARTICLE 33
HIGHLY QUALIFIED TEACHER
(HQT)

33.1 A committee made up of MCOE administrative staff and MCOETA members will meet to create an assignment list determining whether each certificated employee has either:

33.1.1 An elementary/self-contained position or a middle-school/high school position.

- 33.2 MCOETA senior credential technician, will divide the certificated bargaining unit employees into four groups:
 - 33.2.1 Those employees not required to have HQT certification,
 - 33.2.2 Those employees who immediately meet HQT certification requirements
 - 33.2.3 HOUSSE 1: Those employees who can utilize HOUSSE points to qualify for HQT certification, or
 - 33.2.4 HOUSSE 2: Those employees who will need to use alternative methods to qualify for HQT certification
 - 33.2.5 All employees receiving HQT certificates at the same time
- 33.3 All unit members shall receive an HQT certification document within 30 days of verification of HQT certification requirements
- 33.4 Bargaining unit members who provide proof of registration and completion of test preparation courses and/or workshops in subject areas that are applicable to HQT certification shall be reimbursed for any registration fees, mileage and meals associated with such preparation.
- 33.5 Bargaining unit members who provide proof of registration and completion of CSET or other testing taken to satisfy HQT certification requirements shall be reimbursed for any registration fees, mileage and meals associated with such testing.
- 33.6 The parties agree that this Memorandum of Understanding is in effect only as long as the HQT certification requirement stands and shall sunset when the requirement for such certification ends.

APPENDIX A-1

**2016-2017 TEACHERS' SALARY SCHEDULE FOR SPECIAL ED, ALT
ED COURT & COMMUNITY SCHOOLS, AND MIGRANT
184 Days @ 7 Hours Per Day**

	I BA	II BA+30	III MA or BA+45	IV MA+15 or BA+60	V MA+30 or BA+75
1.	45,457	46,876	48,602	50,699	53,362
2.	47,049	48,539	50,670	52,810	55,478
3.	48,696	50,721	52,799	54,926	57,603
4.	50,646	53,862	54,918	57,049	59,719
5.	52,768	55,748	57,036	60,002	61,842
6.	54,878	57,699	59,152	62,102	64,096
7.	57,005	59,717	61,274	64,277	66,431
8.	59,121	61,807	63,410	66,525	68,776
9.	61,235	63,971	65,631	68,855	71,182
10.	63,360	66,211	67,949	71,263	73,674
11.	63,360	68,527	70,328	73,758	76,253
12.	63,360	68,527	72,789	76,340	78,921
13.-15.	63,360	68,527	72,789	79,011	81,683
16-18 +2%	64,628	69,898	74,244	80,592	83,317
19-21 +4%	65,920	71,296	75,729	82,204	84,984
22-24 +6%	67,239	72,722	77,245	83,847	86,684
25-27 +8%	68,582	74,176	78,789	85,525	88,418
28-up +10%	69,955	75,661	80,366	87,234	90,186

MASTERS DEGREE	2,000
DOCTORATE DEGREE	3,000

**2016-17 TEACHERS' SALARY SCHEDULE FOR
SPECIAL EDUCATION**

204 Days @ 7 Hours Per Day

	I BA	II BA+30	III MA or BA+45	IV MA+15 or BA+60	V MA+30 or BA+75
1.	50,398	51,971	53,885	56,210	59,162
2.	52,163	53,815	56,178	58,550	61,508
3.	53,989	56,214	58,538	60,896	63,864
4.	56,151	59,717	60,888	63,250	66,210
5.	58,503	61,808	63,236	66,524	68,564
6.	60,843	63,970	65,582	68,852	71,063
7.	63,201	66,208	67,934	71,263	73,652
8.	65,547	68,526	70,302	73,756	76,251
9.	67,891	70,925	72,765	76,339	78,919
10.	70,247	73,407	75,335	79,009	81,682
11.	70,247	75,976	77,973	81,775	84,542
12.	70,247	75,976	80,700	84,638	87,500
13.-15.	70,247	75,976	80,700	87,600	90,562
16-18 +2%	71,653	77,496	82,314	89,352	92,373
19-21 +4%	73,085	79,046	83,960	91,139	94,221
22-24 +6%	74,548	80,627	85,641	92,961	96,106
25-27 +8%	76,037	82,239	87,353	94,821	98,028
28-up +10%	77,559	83,885	89,101	96,716	99,989

MASTERS DEGREE	2,000
DOCTORATE DEGREE	3,000

**HEAD START TEACHERS
2016-17 SALARY SCHEDULE**

<u>CERTIFICATED PRESCHOOL - 7 HOURS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
A	129.50	139.86	151.06	163.10	176.19
B	136.01	146.86	158.62	171.29	185.01
C	142.80	154.21	166.53	179.83	194.25
D	149.94	161.91	174.86	188.86	203.98
E	157.43	170.03	183.61	198.31	214.13
F	165.27	178.50	192.78	208.18	224.84

<u>CERTIFICATED PRESCHOOL - 7.5 HOURS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
A	138.75	149.85	161.85	174.75	188.78
B	145.73	157.35	169.95	183.53	198.23
C	153.00	165.23	178.43	192.68	208.13
D	160.65	173.48	187.35	202.35	218.55
E	168.68	182.18	196.73	212.48	229.43
F	177.08	191.25	206.55	223.05	240.90

<u>CERTIFICATED PRESCHOOL - 7.75 HOURS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
A	143.38	154.85	167.25	180.58	195.07
B	150.58	162.60	175.62	189.64	204.83
C	158.10	170.73	184.37	199.10	215.06
D	166.01	179.26	193.60	209.10	225.84
E	174.30	188.25	203.28	219.56	237.07
F	182.98	197.63	213.44	230.49	248.93

<u>CERTIFICATED PRESCHOOL - 8 HOURS</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>	<u>V</u>
A	148.00	159.84	172.64	186.40	201.36
B	155.44	167.84	181.28	195.76	211.44
C	163.20	176.24	190.32	205.52	222.00
D	171.36	185.04	199.84	215.84	233.12
E	179.92	194.32	209.84	226.64	244.72
F	188.88	204.00	220.32	237.92	256.96

MASTERS DEGREE	2,000
DOCTORATE DEGREE	3,000

PRESCHOOL TEACHER I-II and
PRESCHOOL MASTER TEACHER III-V

LEVEL REQUIREMENTS

Level I: Completion with a grade of C or better of forty semester units of college course work, twenty-four of which must be in early childhood education or child development including at least one course in each of the following core areas:
Child/human growth and development;
Child, family and community, or child and family relations;
Programs/curriculum

And sixteen of which must be general education units with at least one course in each of the following areas:
Humanities and/or fine arts;
Social sciences;
Math and/or science;
English/language arts

Hold or be eligible for a Regular Children's Center Instruction Permit or Child Development Teacher Permit.

At least 175 days experience with preschool age children in a group setting (At least 50 hours of experience must be in an instructional capacity in a child care or development program working at least three hours per day in a six month period within the last two years.)

Level II: Completion of an AA/AS Degree in Early Childhood Education, Child Development, or related field, with at least 3 semester units of supervised field experience in an early childhood setting.

Hold or be eligible for a Regular Children's Center Instruction Permit or Child Development Teacher Permit.

Experience with preschool aged children in a group setting (At least 175 days of experience must be in an instructional capacity in a child care and development program working at least three hours per day within the last four years.)

Level III: Completion of an AA/AS Degree in Early Childhood Education, Child Development, or related field, with at least three semester units of supervised field experience in an early childhood setting.

Completion with a grade of C or better of six additional college semester units in an area of specialization approved by the Commission on Teacher Credentialing.

Completion with a grade of C or better of two additional college semester units of adult supervision course work.

APPENDIX A-2a

Hold or be eligible for a Child Development Master Teacher Permit.

Completion of 350 days of experience in an instructional capacity in a child care and development program working at least three hours per day within the last four years.

Level IV: Completion of a BA/BS degree in Early Childhood Education, Child Development, or related field with at least 12 semester units of college course work in early childhood education or child development including at least one course in each of the following core areas:

- Child/human growth and development;
- Child, family and community, or child and family relations;
- Programs/curriculum

Three semester units of supervised field experience in an early childhood setting;

Hold or be eligible for a Child Development Master Teacher Permit;

Completion of 350 days of experience in an instructional capacity in a child care and development program working at least three hours per day within the last four years.

Level V: Completion of a BA/BS degree in Early Childhood Education, Child Development, or related field with at least 12 semester units of college course work in early childhood education or child development including at least one course in each of the following core areas:

- Child/human growth and development;
- Child, family and community, or child and family relations;
- Programs/curriculum

Three semester units of supervised field experience in an early childhood setting;

Hold or be eligible for a Child Development Master Teacher Permit;

Completion of 350 days of experience in an instructional capacity in a child care and Development program working at least three hours per day within the last four years;

Completion of an additional 24 semester units of course work toward a Master's Degree in Early Childhood Education, Child Development, or related field.

2014-15 MIGRANT ECE TEACHER SALARY SCHEDULE (Includes a 3.00% Increase over 2013-2014)					
ECE UNITS	24	32	40	48	56
LEVEL	I	II	III	IV	V
1	27,498	29,777	32,051	34,324	36,610
2	30,159	32,397	34,635	36,874	39,128
3	32,721	34,977	37,233	39,490	41,747
4	35,302	37,559	39,814	42,071	44,309
5	37,903	40,158	42,415	44,671	46,946
6	40,428	42,702	44,975	47,250	49,527
7	42,854	45,341	47,596	49,853	52,109
8	45,425	47,940	50,197	52,452	54,708
9-15	45,425	47,940	50,197	52,452	54,708
16-18 +2%	46,334	48,899	51,200	53,501	55,803
19-21 +4%	47,242	49,858	52,204	54,550	56,897
22-24 +6%	48,151	50,816	53,208	55,599	57,991
25-27 +8%	49,059	51,775	54,212	56,648	59,085
28-up +10%	49,968	52,734	55,216	57,697	60,179

STIPENDS

1. TEAM LEADER

A stipend is to be paid to the Team Leader of Juvenile Hall, Salinas Community Schools, Youth Center, and the Monterey County Home Charter School. The amount of the stipend will be based on Column 1, Step 1 of the Certificated Salary Schedule. Stipend to be calculated as follows: Annual salary at Column 1, Step 1; divided by number of days in the work year; divided by 7.0 hours per day; multiplied by number of days in the work year, equals amount of stipend; divided by the number of months worked per year. Stipends to be paid monthly.

2. SUMMER SCHOOL LEAD TEACHER

Summer school hours will be compensated at unit members hourly pay rate plus 5%, or at the hourly rate of pay of step one of the Demo Teacher salary schedule, whichever is greater.

EVALUATION PACKET

For

Monterey County Office of Education

Certificated

(Non-Management) Personnel

D. Standard 4: Planning instruction and designing learning experiences for all students

E. Standard 5: Assessing student learning

F. Standard 6: Developing as a professional educator

G. Individual Professional Growth Plan:

GOAL	OBJECTIVE	TARGET DATE
Goal 1:	1)	
	2)	
Goal 2:	1)	
	2)	

MCOE/MCOETA
October 9, 2006

July 1, 2002-June 30, 2005
July 1, 2005-June 30, 2008
July 1, 2008-June 30, 2009

Monterey County Office of Education
OBSERVATION FORM - CERTIFICATED EMPLOYEES

(To be completed by the evaluator and shared blank copy with evaluate at conference meeting)

Teacher: _____ School/Assignment: _____

Date: _____ Hrs. of observation: _____ School Year: _____
(not less than .5 hrs.)

Evaluator completes this form according to the six standards.

Standard 1: Engages and Supports All Students in Learning

1.1 Connects students' prior knowledge, life experience, and interests with learning goals

1.2 Uses a variety of instructional strategies and resources to respond to students' diverse needs

1.3 Facilitates learning experiences that promote autonomy, interactions and choice

1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful

1.5 Promotes self-directed, reflective learning for all students

Standard 2: Creates and Maintains Effective Environments for Student Learning

2.1 Creates a physical environment that engages all students

2.2 Establishes a climate that promotes fairness and respect

2.3 Promotes social development and group responsibility

2.4 Establishes and maintains standards for student behavior

2.5 Plans and implements classroom procedures and routines that support student learning

2.6 Uses instructional time effectively

Standard 3: Understands and Organizes Subject Matter for Student Learning

3.1 Demonstrates knowledge of subject matter content and student development

3.2 Organizes curriculum to support student understanding of subject matter

3.3 Interrelates ideas and information within and across subject matter areas

3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter

3.5 Uses materials, resources, and technologies to make subject matter accessible to students

Standard 4: Plans Instruction and Designs Learning Experiences for All Students

4.1 Draws upon and values students' backgrounds, interest, and developmental learning needs

4.2 Establishes and articulates goals for student learning

4.3 Develops and sequences instructional activities and materials for student learning

4.4 Designs short-term and long-term plans to foster student learning

4.5 Modifies instructional plans to adjust for student needs

Standard 5: Assesses Student Learning

5.1 Establishes and communicates learning goals to all students

5.2 Collects and uses multiple sources of information to assess student learning

5.3 Involves and guides all students in assessing their own learning

5.4 Uses the results of assessments to guide instruction

5.5 Communicates with students, families, and other audiences about student progress

Standard 6: Develops as a Professional Educator

6.1 Reflects on teaching practice and plans professional development

6.2 Establishes professional goals and pursues opportunities to grow professionally

6.3 Works with communities to improve professional practice, when

6.4 Works with families to improve professional practice, when appropriate

6.5 Works with colleagues to improve professional practice

6.6 Demonstrates professional conduct and integrity

Evaluator: _____

Evaluatee: _____

**Monterey County Office of Education
CERTIFICATED EMPLOYEE EVALUATION FORM**

Name: _____ Site: _____ Position: _____

Temporary:
 Probationary: First Year Second Year _____ Year
 Permanent:
 Subject/Assignment _____

 Evaluator Date

If the employee fails to pass two or more standards, the evaluator will prepare a written assistance plan and the employee will be referred to the Peer Assistance and Review Program if available. (Passing a standard means receiving a “Meets Expectations” rating for the majority of applicable elements within each standard). Comments/Recommendations are required when “Needs Improvement” or “Unsatisfactory” is checked.

	Meets Expectations	Needs Improvement	Unsatisfactory
Standard 1: Engages and Supports All Students in Learning			
Elements:			
1.1 Connects students’ prior knowledge, life experience, and interests with learning goals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Uses a variety of instructional strategies and resources to respond to students’ diverse needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Facilitates learning experiences that promote autonomy, interactions and choice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Promotes self-directed, reflective learning for all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating of Standard 1:	Pass <input type="checkbox"/>	Did not Pass <input type="checkbox"/>	

Comments

Standard 2: Creates and Maintains Effective Environments for Student Learning			
Elements:			
2.1 Creates a physical environment that engages all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Establishes a climate that promotes fairness and respect	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Promotes social development and group responsibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Establishes and maintains standards for student behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Plans and implements classroom procedures and routines that support student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Uses instructional time effectively	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating of Standard 2:	Pass <input type="checkbox"/>	Did not Pass <input type="checkbox"/>	

APPENDIX C-3

	Meets Expectations	Needs Improvement	Unsatisfactory
Standard 3: Understands and Organizes Subject Matter for Student Learning			
Elements:			
3.1 Demonstrates knowledge of subject matter content and student development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Organizes curriculum to support student understanding of subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Interrelates ideas and information within and across subject matter areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Develops student understanding through instructional strategies that are appropriate to the subject matter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Uses materials, resources, and technologies to make subject matter accessible to students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating of Standard 3:	Pass <input type="checkbox"/>	Did not Pass <input type="checkbox"/>	
Comments			

Standard 4: Plans Instruction and Designs Learning Experiences for All Students			
Elements:			
4.1 Draws upon and values students' backgrounds, interest, and developmental learning needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2 Establishes and articulates goals for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3 Develops and sequences instructional activities and materials for student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4 Designs short-term and long-term plans to foster student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.5 Modifies instructional plans to adjust for student needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating of Standard 4:	Pass <input type="checkbox"/>	Did not Pass <input type="checkbox"/>	
Comments			

Standard 5: Assesses Student Learning			
Elements:			
5.1 Establishes and communicates learning goals to all students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.2 Collects and uses multiple sources of information to assess student learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.3 Involves and guides all students in assessing their own learning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.4 Uses the results of assessments to guide instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.5 Communicates with students, families, and other audiences about student progress	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall Rating of Standard 5:	Pass <input type="checkbox"/>	Did not Pass <input type="checkbox"/>	
Comments			

Monterey County Office of Education
Administrative Designee Authorization

I hereby designate _____ to act as Administrative Designee
for the IEP/IFSP of _____ to be held at
_____ on _____.

Time of Meeting _____ to _____

Authorizing Signature Date

Designee acceptance Date

Attach this authorization to a timesheet

Procedure for payment:

- 1) Submit timesheet for each occurrence and signed authorization to Supervisor for approval
- 2) Supervisor sends to department head for approval
- 3) Division Head sends to Business Office for payment
- 4) Business office sends copy to and Employee and Human Resources Department
- 5) Human Resources Department sends copy to MCOETA

Payment warrant date _____

White: Payroll Yellow: Supervisor Pink: Employee Green: MCOETA

Administrative Designee Authorization
Page 2

Attach this authorization to a timesheet indicating actual beginning and ending time of IEP meeting.

- 1) Retain Employee Copy of this authorization form.
- 2) Submit timesheet and remaining copies of Authorization form to Supervisor for approval.
- 3) Supervisor retains copy and submits to Department Head for payment.
- 4) Division Head sends copy of authorization form to Human Resources (Human Resources submits one copy to Association) and one copy of authorization form to Business office with timesheet attached.

Monterey County Office of Education
Request for Professional Development Activity
(Procedures on back of form)

Applicant: _____ Date Submitted: _____
Supervisor: _____ Dept. _____

1. Describe the professional development activity and how it will benefit the teaching and learning priorities of students and of MCOE.

Date(s) and time of activity:

2. The professional development activity meets at least one of the following "California Standards for the Teaching Profession (CSTP)." Check all that apply:

- [] Standard 1. Engaging and Supporting All Students in Learning
[] 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 for Learning
[] Standard 6. Developing as a Professional Educator

3. [] Attached Employee Conference Request Form with estimated costs.

4. [] Attached conference schedule, activity brochure, or equivalent.

[] Approved
[] Not Approved

Supervisor Signature _____ Date _____

If not approved, provide explanation.

Signature _____ Date _____
Payroll verification of payment

Criteria and Procedures
Professional Development Activities (PD)
(Education Code 44579-44579.4)

Criteria for Activity:

1. Professional Development (PD) must align with MCOE's educational priorities.
2. PD must be consistent with "California Standards for the Teaching Profession (CSTP)."
Standard 1: **Engaging and Supporting All Students in Learning**
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 Designed Learning Experiences for All Students**
Standard 5: **Assessing Students for Learning**
Standard 6: **Developing as a Professional Educator**
3. In the event that illness prevents attendance at the PD activity, sick leave may not be used in lieu of actual attendance.

Procedures for Approval and Reimbursement:

1. Prior to attending the activity, the employee must submit, in a timely manner, the "Request for Professional Development Activity" form with an attached course/program description. Submission must allow supervisor reasonable time to review and respond.
2. Attach the Employee Conference Request Form with estimated costs. The employee should retain a copy for his/her personal records.
3. The supervisor will affix his/her signature of approval or, in the case of denial, provide written explanation for the denial.
4. After completing the Professional Development activity, the employee will submit the appropriate timesheet and the Travel and Expense Reimbursement Claim, if applicable, to the supervisor with documentation verifying attendance, e.g. name tag, registration materials, a report to staff etc.

APPENDIX F

Monterey County Office of Education

Human Resources Division	GRIEVANCE FORM (Certificated Employees)
Grievant Name: _____	Date Filed: _____
School/Department: _____	Job Title: _____
LEVEL I	<p>Alleged violation of Article(s) _____, Section(s) _____, Paragraph _____, Page _____ (If known)</p> <p>Describe the specific grounds for your grievance (MUST include dates, names, and places necessary for complete understanding). Include specific remedy sought.</p> <p>Identify specific date(s) on which informal resolution discussion(s) occurred between employee and immediate supervisor (attach other pages as necessary): _____ (Attach other pages as necessary)</p> <p>Name of Designated Representative, if any: _____</p> <p>Grievant Signature(s) _____ Date: _____</p>
<p>Date received by Principal / Supervisor: _____</p> <p>Dates(s) conference(s) held: _____</p> <p>Proposed response to grievance (To be filled out by Principal/Supervisor):</p>	
<p>Grievant checks one <input type="checkbox"/> Resolved <input type="checkbox"/> Unresolved</p> <p>_____ Date _____ Supervisor Signature _____ Date _____</p> <p>(NOTE: If resolved, SUPERVISOR distributes copies as shown below. If unresolved and employee wishes to appeal, GRIEVANT OR REPRESENTATIVE must complete form, attach proof of service affidavits to each copy, and distribute as shown below).</p>	
LEVEL II	<p>I hereby appeal this grievance to Level II (Form – Cabinet Level). List reason(s) why supervisor’s proposed resolution was unacceptable.</p> <p>Grievant Signature(s) _____ Date _____</p>

Revised 07/05

White: Personnel

Yellow: Supervisor

Pink: Employee

Goldenrod: MCOETA

Grievance Form
Page 2

INFORMAL DISCUSSION LEVEL

Grievance shall first be discussed by the grievant informally with his/her immediate supervisor before Level 1 procedure is used.

If the immediate supervisor is not available for discussion within 48 hours the grievant may file a Level I Grievance.

LEVEL I - IMMEDIATE SUPERVISOR/DIRECTOR, PRINCIPAL

A grievance shall be presented within twenty (20) days in writing to the immediate supervisor using the grievance form with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

If the grievance and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within five (5) days of such meeting the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.

LEVEL II - CABINET LEVEL

Within five (5) days of receiving the decision of the Principal or program director, the grievant may appeal from the decision at Level I to the division head/cabinet member. The appeal shall be in writing on the prescribed form and signed by the grievant. The division head/cabinet member receiving the appeal shall attempt to resolve the grievance. His/her efforts and decision shall be submitted in writing on the appropriate form within five (5) days of receipt of the appeal. If the efforts at adjustment at Level II, do not resolve the grievance, an appeal to Level III may be made.

LEVEL III – MEDIATED GRIEVANCE

- a. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- b. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- c. The mediator, within ten (10) days of the request shall meet with the grievant, the Association and the District for the purpose of resolving the grievance. If necessitated by the mediator's schedule, both sides may agree to schedule a meeting beyond the ten (10)-day period.
- d. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This agreement shall be non-precedential and shall constitute a settlement of the grievance.

LEVEL IV

If agreement is not reached through mediation, the grievant may appeal his/her decision to the County Superintendent of Schools in writing and such appeal shall be signed by the grievant. The Superintendent may choose to:

- a. Review all written decisions and minutes of previous meetings and issue a written decision within ten (10) days to all parties concerned.
OR
- b. Conduct a hearing with all persons who participated through Level II and issue a written statement to all parties within ten (10) days.

The decision by the County Superintendent of Schools shall be final except for appeal procedures permitted by law and except where proper redress may be sought through the courts should the grievant so choose.

**Alternative Education
(SPED and Migrant Education as designated)**

TEAM LEADER

Under the direction and supervision of the Director, Team Leaders shall assist with the following sample duties and responsibilities:

- Support the general operation of the sites for which they are assigned. (This may include everything from organizing the field trips to making sure the facilities are kept clean and safe.)
- Serve as liaison between administration and their staff.
- Orient and assist in training new teachers, instructional assistants, and substitutes.
- Represent the department meeting with parents, government and educational agencies.
- Maintain close working relationships with Probation personnel.
- Assist and coordinate requisitions and supply orders.
- Serve as administrator designee at IEP's when needed and in accordance with Article 19.
- Consult and provide input to the administration in providing information regarding opening and closing of school sites, including delivery and installation of furniture, equipment, etc.
- Consult and provide input to the director in the placement and transfer of personnel within the department.
- May participate in the interview process of applicants.
- Assist in the development of presentation of report to the Board.
- Assist in the coordination of student assessment testing.
- Assist in the coordination of gathering and maintenance of student grades and records.
- Monitor the upkeep, safety and security of all buildings.
- Help maintain student attendance records.
- Provide assistance in making sure emergency lesson plans are updated and available at each site.
- Attend regularly schedule team leader meetings.
- Be a member of the Joint Agency Council.
- Help coordinate MAA paperwork for their team.

Monterey County Home Charter School

K-12 TEAM LEADER JOB DESCRIPTION

Under the direction and supervision of the Principal and Assistant Principal, a Team Leader supports the general operation of the Monterey County Home Charter School.

A total of four Team Leaders are selected in accordance with the MCOE Lead Teacher selection process. Two of the four will support Home School teachers and the other two will support Independent Study teachers.

Team Leader position will serve a two-year term with the possibility of serving successive terms.

The Team Leader duties may include, but are not limited to, the following:

1. Attend and participate in Team Leader discussion and planning meetings, representing teachers' perspective and serving as liaison between administration and staff.
2. Attend and participate in regularly scheduled Team Leader meetings and lead site Professional Learning Communities (PLCs).
3. Serve as a resource to teachers in determining the proper instructional materials for individual student needs.
4. Keep abreast of teacher needs and suggestions for new instructional materials.
5. Alert appropriate staff and assist in ordering instructional materials when needed, and organize supplementary materials in files for easy access.
6. Attend training and professional development workshops and conference when request to do so.
7. Assist administration in developing the site Professional Development Roadmap and provide professional development to staff
8. Assist administration in providing orientation to new staff.
9. Assist in the implementation of Charter Petition Guidelines.
10. Serve as member of WASC Leadership Team.

Monterey County Home Charter School

K-12 TEAM LEADER JOB DESCRIPTION

11. Assist in the implementation of WASC Action Plan Goals.
12. Assist in the development of reports to the MCOE Board.
13. Assist in the decision-making process regarding selected block grant budgets.
14. Meet with administration regarding course approval.
15. Assist administration in meeting Local Control and Accountability Plan (LCAP) requirements.

APPENDIX I

DIST#99 MCOE - Certificated Active Employees CVT Rates 16 -17 Plan Year October 1, 2016 - September 30, 2017									
MEDICAL	EE Only		EE + Spouse		EE + Child(ren)		EE + Family		
Four-Tier Rates	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	
Medical PPO 2 RX B	707.00		1484.00		1343.00		2261.00		
12 MO	217.13	489.87	497.63	986.37	357.61	985.39	944.72	1316.28	
11 MO	236.87	534.40	542.87	1076.04	390.12	1074.97	1030.60	1435.94	
10 MO	260.56	587.84	597.16	1183.64	429.13	1182.47	1133.66	1579.54	
Medical PPO 5 RX B	650.00		1364.00		1235.00		2076.00		
12 MO	160.13	489.87	377.63	986.37	249.61	985.39	759.72	1316.28	
11 MO	174.69	534.40	411.96	1076.04	272.30	1074.97	828.79	1435.94	
10 MO	192.16	587.84	453.16	1183.64	299.53	1182.47	911.66	1579.54	
Medical PPO 6 RX B	607.00		1277.00		1155.00		1942.00		
12 MO	117.13	489.87	290.63	986.37	169.61	985.39	625.72	1316.28	
11 MO	127.78	534.40	317.05	1076.04	185.03	1074.97	682.60	1435.94	
10 MO	140.56	587.84	348.76	1183.64	203.53	1182.47	750.86	1579.54	
Medical PPO 8 RX B	547.00		1149.00		1040.00		1748.00		
12 MO	57.13	489.87	162.63	986.37	54.61	985.39	431.72	1316.28	
11 MO	62.32	534.40	177.41	1076.04	59.57	1074.97	470.97	1435.94	
10 MO	68.56	587.84	195.16	1183.64	65.53	1182.47	518.06	1579.54	
Wellness-1 RX C	616.00		1293.00		1169.00		1966.00		
12 MO	126.13	489.87	306.63	986.37	183.61	985.39	649.72	1316.28	
11 MO	137.60	534.40	334.51	1076.04	200.30	1074.97	708.79	1435.94	
10 MO	151.36	587.84	367.96	1183.64	220.33	1182.47	779.66	1579.54	
Medical HDHP 1	520.00		1092.00		988.00		1664.00		
12 MO	30.13	489.87	105.63	986.37	2.61	985.39	347.72	1316.28	
11 MO	32.87	534.40	115.23	1076.04	2.85	1074.97	379.33	1435.94	
10 MO	36.16	587.84	126.76	1183.64	3.13	1182.47	417.26	1579.54	
Bronze Plan	350.00		735.00		665.00		1120.00		
12 MO	0.00	350.00	0.00	735.00	0.00	665.00	0.00	1120.00	
11 MO	0.00	381.82	0.00	801.82	0.00	725.45	0.00	1221.82	
10 MO	0.00	420.00	0.00	882.00	0.00	798.00	0.00	1344.00	
DENTAL & VISION	EE Only		EE + One		No Four-Tier Rate		EE + Family		
Three-Tier Rates	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	Employee Pays	MCOE Pays	
Dental (DELTA) Certificated	66.68		120.78				173.72		
12 MO	0.00	66.68	0.00	120.78			0.00	173.72	
11 MO	0.00	72.74	0.00	131.76			0.00	189.51	
10 MO	0.00	80.02	0.00	144.94			0.00	208.46	
Vision (VSP) Certificated	13.39		24.11				37.33		
12 MO	0.00	13.39	0.00	24.11			0.00	37.33	
11 MO	0.00	14.61	0.00	26.30			0.00	40.72	
10 MO	0.00	16.07	0.00	28.93			0.00	44.80	
Life Ins-Certificated Active EE only									
12 MO Certificated - \$25,000	0.00	3.15							
11 MO Certificated - \$25,000	0.00	3.44							
10 MO Certificated - \$25,000	0.00	3.78							
Disability Ins (Keenan)									
12 MO Certificated - Short Term	0.00	23.25							
11 MO Certificated - Short Term	0.00	25.36							
10 MO Certificated - Short Term	0.00	27.90							
MAXIMUM EMPLOYER PAYS PER CTA CONTRACT 5/17/13		EE		EE+Spouse		EE+Child(ren)		FAMILY	
Life Ins (\$25,000) ER Cost is \$3.15-ER pays all	\$	3.15	\$	3.15	\$	3.15	\$	3.15	
Medical-adjusted to reach ER max cap.	\$	489.87	\$	986.37	\$	985.39	\$	1,316.28	
Dental - current rates		\$66.68		\$120.78		\$120.78		\$173.72	
Vision- current rates		\$13.39		\$24.11		\$25.09		\$37.33	
TOTAL - Medical, Dental, Vision & Life	\$	573.09	\$	1,134.41	\$	1,134.41	\$	1,530.48	
	\$	573.09	\$	1,134.41	\$	1,134.41	\$	1,530.48	
Active employees- 100% participation required by CVT									

MONTEREY COUNTY OFFICE OF EDUCATION
REQUEST FOR HEARING AID
REIMBURSEMENT

Employee Name _____ SSN _____ - _____ - _____

Mailing Address _____

Phone Number (____) _____ - _____ Department _____

The following documents must be attached to request form:

- Medical prescription
- Proof of payment

Amount requested for reimbursement: (Maximum allowed is \$1,500 per year)

Left ear \$ _____

Right ear \$ _____

Total \$ _____

I declare that the hearing aid that I'm requesting reimbursement for has been medically prescribed, by a qualified doctor, for my own use. I understand that the Internal Revenue Service considers the reimbursement a taxable fringe benefit; therefore it will be paid through payroll and subject to taxation. I further understand that I'm not eligible to request another reimbursement for four (4) years.

Employee Signature _____ Date _____

Business Office Approval _____ Date _____

Submit form to: MCOE Business Office, Attn: Payroll Services Supervisor

**ARTICLE 23
CLASS/CASELOAD SIZE
STEPS IN A WORKLOAD ANALYSIS**

Workload refers to all activities required and performed by school-based LSHSs. LSHS workloads include considerable time for face-to-face direct services to students. Workloads also include many other activities necessary to support students' education programs, implement best practices for school speech-language services, and ensure compliance with IDEA and other mandates.

Steps in a Workload Analysis

Step 1: Analyze the current workload relative to the needs of students receiving services.

An analysis of LSHS workloads requires detailed information on the services and tasks necessary to meet each student's individual needs, the time it takes for each student-related service and activity, and the time available for these activities.

- Each student should have an appropriate intervention or service plan, or an IEP/IFSP with team consensus on appropriate communication goal(s) and service options. To carry out a workload analysis, LSHSs should determine the specific workload activities necessary to provide adequate services for every student for whom they are responsible. For the majority of students served by the LSHS, the activities necessary to support the education plan appropriately should occur across all four workload activity clusters.
- Accurate information must be available on the amount of time spent on each workload activity for each student per school day, week, or month. Data from individual LSHSs or data aggregated across all LSHSs in a unit should be collected and analyzed.
- Each school day or week has a fixed number of time slots available for LSHSs to fulfill the roles and responsibilities described above. A number of time slots must be used for activities that are mandated by federal and state rule and law (for example, compliance with timelines for notice and evaluation of students), or local education agency policies and procedures (for example, travel between buildings, student team meetings, and teacher planning periods during the students' school day). Time slots when students are not available for face-to-face services should be used to the greatest extent possible for these administrative and management activities.
- The remaining time slots will be filled with direct, indirect, and other activities from each workload cluster that are necessary to support the education of students who receive services from the LSHS. **When all available time slots are filled, the caseload maximum has been reached for any individual LSHS. This maximum number will vary across settings and be a function of the needs of the specific students on the caseload, the time required to implement those activities, local logistic constraints (e.g., limitations on times teachers are free to collaborate and plan), and the amount of time available.** Administratively convenient practices, such as serving more students by increasing intervention group sizes, are not appropriate if student needs are

compromised and current research findings on the effects of caseload size are not considered.

Step 2: Is the workload balanced?

When all time slots are filled but required activities or student services remain unscheduled, an imbalance exists between the LSHS's assigned workload and the amount of time available to fulfill those responsibilities. The LSHS and program administrator will meet to address the imbalance.

Workload Activity Clusters

The expanded scope of roles and responsibilities of school-based LSHSs can be better understood when they are organized into several major clusters of work activities.

I. Direct services to students including instruction, intervention, and evaluations.

- The focus is on the direct (individual, small group, large group) implementation of IEPs/IFSPs
- Initial evaluations to identify students with disabilities
- Reevaluation/Transition as required by federal and state special education regulations
- Bilingual evaluation
- AAC evaluation
- AAC direct service (individual, small group)
- Amended evaluation
- English Language Proficiency evaluation
- STAR Testing

II. Indirect services to students to support the implementation of students' education programs.

In addition to direct services, students with disabilities need multiple support activities from LSHSs in order to make progress on IEP/IFSP goals and generalize these skills to other environments. These activities are referred to as indirect services because they do not involve face-to-face contact with students, yet they are just as important to students' education programs as are face-to-face services.

- Design, maintenance, programming, and staff training for augmentative & alternative communication systems
- Student-centered planning and collaboration with other teachers and professionals
- Designing & preparing curriculum and instructional modifications
- Serving on student planning teams
- Designing student service plans
- Collecting and analyzing student performance data
- Communicating and meeting with parents and nonpublic school staff
- Planning for student transitions

III. Indirect activities that support students in the least restrictive environment and in the general education curriculum.

Students with identified disabilities require additional indirect services to ensure that they progress in the least restrictive environment and in the general education curriculum.

- For students with IEPs, these activities require the LSHS to become familiar with all aspects of the general education curriculum
- Meet, consult, and collaborate with classroom teachers, paraprofessionals, and others who provide education services to students
- Classroom observations
- Teacher interviews
- Modifying curriculum, and adapting instructional materials

IV. Activities that support compliance with federal, state, and local mandates and activities that result from membership in a community of educators.

A wide range of time-consuming activities in the workload of school LSHSs are required to comply with an expanding set of federal, state, and local mandates. Some of these responsibilities are administrative and management tasks.

Many of these compliance-related activities involve extensive documentation, and include numerous required written products such as:

- Student evaluation reports
- Developing IEPs/IFSPs,
- Student progress reports
- Daily intervention charts and logs,
- Third party billing statements and logs
- Funding reports for assistive technology
- Student child count reports

Travel between schools, office and number of sites also can be considered to be a management activity that can add significantly to LSHSs' workloads.

This workload activity cluster can include activities and responsibilities that must be addressed simply because LSHSs are professional members of a school community.

- LSHSs may need to participate in building staff meetings
- School or county committees
- Attendance at IEP/IFSP meetings (Annual, triennial, addendums, transition, emergency, IFSP every 6 months)

Workload responsibilities such as:

- Professional development
- Program development
- Service in professional organizations