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1 ARTICLE I: RECOGNITION

2 The Tulare County Office of Education recognizes the
3 Association as the exclusive representative for the certificated
4 employees under contract listed below:

- 5
- 6 Adaptive PE Specialists
- 7 Certificated School Nurses
- 8 Counselors - SEE
- 9 Counselors
- 10 Counselors - High School
- 11 Early Childhood Special Education Teachers
- 12 Lead Teachers - SCICON
- 13 Lead Community School Teacher
- 14 Migrant Education Resource Coordinators
- 15 Orientation/Mobility Specialists
- 16 Reconnecting Youth & CAST Facilitators/Teachers
- 17 Resource Coordinator - Migrant
- 18 School Nurses - Special Assignment
- 19 Secondary Teachers
- 20 Special Education Teachers - Mild/Moderate
- 21 Speech/Language Specialists
- 22 Teachers Court/Community School
- 23 Teachers - Services for Education and Employment
- 24 Teachers of the Severely Handicapped
- 25 Teachers of the Visually Impaired
- 26 Teachers of the Deaf and Hard of Hearing
- 27 Vocational Education Teachers

28 The above excludes all management, supervisory, confidential,

1 temporary employees, substitutes, and summer school teachers
2 not employed by the Tulare County Office of Education during
3 the prior regular school year.

4

1 ARTICLE II: EMPLOYEE RIGHTS

2 2.1 The parties mutually recognize the rights of all
3 employees covered hereby to join and participate in the
4 activities of the Association or to have the Association
5 represent them in their employment relations with Tulare
6 County Office of Education, or to refuse to join or
7 participate in the activities of the Association. No
8 employee shall be interfered with, intimidated, restrained,
9 coerced, or discriminated against because of the
10 exercise of these rights.

1 ARTICLE III: OFFICE OF EDUCATION RIGHTS

2 3.1 The County Superintendent of Schools retains solely and
3 exclusively, all rights, powers, and authority exercised or
4 had by him/her prior to the execution of this Agreement
5 except as expressly limited by a specific provision of this
6 Agreement. Without limiting the generality of the
7 foregoing, the rights, powers, and authority retained
8 solely and exclusively by the County Superintendent of
9 Schools and not abridged herein include, but are not
10 limited to the following: to manage and direct its
11 operations and its personnel; to determine the overall
12 goals, objectives, and educational philosophy of its
13 programs and operations; to insure the rights and the
14 educational opportunities of its students; to subcontract;
15 to discontinue work for economic or operational reasons;
16 to increase or decrease the work force and determine the
17 number and kinds of employees and facilities needed; to
18 hire, assign, evaluate, transfer, promote, suspend, and
19 terminate its personnel; to determine its curriculum; to
20 determine, develop, and implement its budget and the
21 procedures therefore, to determine the means, personnel
22 and places of providing services; and to take any action
23 on any matter in the event of an emergency.

24 3.2 Nothing in this Article shall be construed to limit, amend,
25 decrease, revoke, or otherwise modify the rights and
26 powers vested in the County Superintendent of Schools
27 to adopt, amend, or rescind such policies, rules and
28 regulations not expressly stated in this Agreement, as

1 the County Superintendent of Schools, in his/her
2 discretion, shall deem necessary; or any other powers
3 vested in the County Superintendent of Schools by the
4 California Education Code, or by other laws regulating,
5 authorizing or empowering the Superintendent to act or
6 refrain from acting.

1 ARTICLE IV: NON-DISCRIMINATION
2 Neither the Tulare County Office of Education nor the Association
3 shall unlawfully discriminate against a member of the unit
4 because of actual or perceived race, religious creed, color,
5 national origin, ancestry, physical disability, mental disability,
6 medical condition, marital status, veteran status, age, sex or
7 sexual orientation.

1 ARTICLE V: NEGOTIATION PROCEDURES

2 5.1 The Tulare County Office of Education and Association
3 shall meet and negotiate in good faith on negotiable
4 items not later than October 1 of the year the Agreement
5 terminates. Any agreement reached between the parties
6 should be typed and signed by the Tulare County Office
7 of Education and the Association.

8 5.2 Negotiations shall take place at mutually agreeable times
9 and places providing that a meeting shall be held within
10 five (5) working days from receipt of a written request
11 from either party.

12 5.3 The Association shall designate five (5) representatives
13 who shall each receive a maximum of forty (40) hours
14 during the employees' normal workdays, without loss of
15 compensation, to attend negotiation sessions, unless
16 there is mutual agreement to additional hours. The
17 Tulare County Office of Education agrees that time shall
18 begin at the adoption of the County Superintendent of
19 Schools' proposal and continue through the regular
20 closing of the school year.

21 5.4 The Tulare County Office of Education will provide the
22 Association, upon request, one (1) copy of the budget for
23 the ensuing school year as soon as it becomes available,
24 and other documents requested that are non-
25 confidential.

26 5.5 By December 1, a scattergram will be presented to the
27 President of the Association with the placement of
28 personnel on the respective salary schedules.

1 5.6 The Office and the Association shall provide at least ten
2 (10) copies of their initial proposals to the other party.
3 One (1) copy of all subsequent proposals shall be
4 provided to each member of the other party's negotiating
5 team.

1 ARTICLE VI: ASSOCIATION RIGHTS

2 6.1 It is the policy of the County Superintendent of Schools
3 that employee organizations shall have the right of
4 access to employees at reasonable times. The term
5 "reasonable times" as used herein means employee rest
6 periods, meal periods, and any time before or after an
7 employee's work day when such an employee is present
8 at his or her work area or site but is not expected to be
9 performing services on behalf of the Tulare County Office
10 of Education.

11 6.2 Representatives of employee organizations may contact
12 employees in any lounge facility, meeting room, office, or
13 classroom at reasonable times. The Association shall
14 not contact any employee when he/she is expected to be
15 performing duties on behalf of the Tulare County Office
16 of Education.

17 6.3 Representatives of employee organizations shall have
18 the right to utilize County school facilities for the conduct
19 of meetings with Service Fund employees. Requests to
20 utilize such facilities shall be made upon forms to be
21 prescribed by the County Superintendent of Schools, and
22 shall be subject to prior request for the utilization of such
23 facilities by groups entitled to their use under provisions
24 of the Education Code. Any employee organization
25 desiring such use of such facilities shall file with the
26 County Superintendent of Schools the certification
27 required by California Education Code, Section 40057.
28 Meetings conducted in such facilities shall in no way

1 conflict with the public school purposes of the Tulare
2 County Office of Education.

3 6.4 To assure the safety and security of students, any
4 representative of an employee organization who wishes
5 to enter a school campus during hours in which students
6 are present shall notify the principal's office of his/her
7 identity and his/her status as the representative of an
8 employee organization. Appropriate identification and
9 credentials may be required in instances when
10 management at the campus level does not know or have
11 reason to know of the individual's identity or affiliation.

12 6.5 Employee organizations shall have the right to utilize a
13 designated portion of bulletin boards normally used by
14 the central office for communication with its employees.
15 One (1) copy of all materials to be posted shall be
16 provided, at the time of posting, to the County
17 Superintendent of Schools or site administrator at the
18 facility in which such posting is to take place. The
19 employee organization and its representatives shall be
20 responsible for the maintenance of Association materials
21 posted on designated bulletin boards, and for the prompt
22 removal of any out-of-date materials. Unsuitable
23 materials may be removed. In the event unsuitable
24 material has been posted, the Tulare County Office of
25 Education may remove such material provided that the
26 Association, no later than one working day after the
27 removal, is given notice of such removal. Materials
28 posted by the Association shall indicate the date of

1 posting and that they are Association materials.
2 6.6 Existing mailbox facilities may be utilized by employee
3 organizations for communications with members or with
4 other employees of the County School Service Fund.
5 Copies of all materials to be deposited in employee
6 mailboxes shall be provided to the site secretary, who
7 shall be responsible for the depositing of such materials
8 before the end of the teachers' normal workday.
9 6.7 Equipment - The Association representatives will be
10 granted, upon request and when not otherwise in use,
11 the reasonable use of computers and printers for
12 reproducing material to be used for Association
13 communications.
14 6.8 Reimbursement - The Association will reimburse the
15 Tulare County Office of Education for any school
16 materials or supplies used and will pay a rental charge, if
17 applicable, for use of any equipment which is leased or
18 rented by the Tulare County Office of Education. The
19 Association shall pay for any custodial costs incurred for
20 meetings that they might call if custodial services are
21 provided beyond the custodian's normal workday.
22 6.9 Board of Education Agenda - The Association President
23 shall receive one (1) copy of the official Agenda at least
24 seventy-two (72) hours prior to each regularly scheduled
25 County Board of Education meeting. The Association
26 President shall receive one (1) copy of the approved
27 minutes at the same time they are made available to the
28 County Board of Education members.

1 6.10 The Association may request that items be placed on
2 regular County Board of Education meeting Agendas in
3 accordance with rules governing the conduct of the
4 meeting.
5 6.11 Those items appearing on the Agenda that are of interest
6 to the Association will be discussed by appropriate
7 members of the Tulare County Office of Education with
8 representatives of the Association upon request.
9 6.12 Nothing in this Article shall be construed to provide
10 release time for any employee in connection with any of
11 the rights enumerated in this Article.
12 6.13 The Association may inform employees at the first
13 orientation meeting as to the time and place of the next
14 Association meeting and also may set up information
15 tables with literature regarding items of the Association.

1 ARTICLE VII: PERSONAL AND ACADEMIC FREEDOM

2 The Tulare County Office of Education shall uphold and support
3 employee rights relating to personal, political, and organizational
4 activities and preferences to the extent provided by current State
5 and Federal laws, except those which adversely affect the
6 employee's job performance or the discharge of his/her
7 responsibilities.

1 ARTICLE VIII: GRIEVANCE PROCEDURE

2 8.1 Definition A Grievance is any complaint,
3 misunderstanding or dispute as to the interpretation or
4 application of this Agreement which has adversely
5 affected the employee(s). The Association may grieve
6 any article on behalf of its members. The interpretation
7 or application of Tulare County Office of Education
8 policies, rules, and regulations shall be expressly
9 excluded from the definition of a Grievance under this
10 Article.

11 8.2 Procedures

12 8.2.1 A grievance shall be processed in accordance
13 with the procedures set forth below.

14 8.2.2 Informal
15 Step 1. The grievant shall present his/her
16 grievance orally to his/her immediate
17 supervisor in an attempt to resolve the
18 matter in an informal manner within ten
19 (10) working days of the occurrence
20 giving rise to the grievance. If the
21 grievant is not satisfied with the results
22 of the informal meeting, he/she may
23 notify the supervisor of his/her intent to
24 proceed to Step 2.

25 8.2.3 Formal
26 Step 2. The grievance shall be presented in
27 writing to the employee's Program
28 Manager within five (5) working days of

1 the informal conference described in
2 Step 1. The Program Manager shall
3 reply in writing within five (5) working
4 days thereafter.

5 Step 3. If the grievant is not satisfied with the
6 reply at Step 2, the grievance shall, with-
7 in five (5) working days of such reply, be
8 presented in writing to the designated
9 Assistant Superintendent. The Assistant
10 Superintendent shall reply in five (5)
11 working days thereafter. In those
12 instances where the Program Manager
13 reports directly to the County
14 Superintendent of Schools, Step 3 is
15 waived and the grievant may proceed to
16 Step 4 in the process.

17 Step 4. If the grievant is not satisfied with the
18 reply at Step 3, the written grievance
19 may, within five (5) working days
20 thereafter, be presented to the County
21 Superintendent of Schools for consider-
22 ation. The County Superintendent of
23 Schools shall reply in writing within five
24 (5) working days of having received the
25 appeal.

26 Step 5. If the grievant is not satisfied with the
27 decision in Step 4, the grievant may
28 seek redress in a court of competent

1 jurisdiction.

2 8.2.4 In cases where the Association is the grievant,
3 the grievance shall begin at Step 4, and shall be
4 filed within twenty (20) work days.

5 8.3 Rights of Members of Bargaining Unit to Representation

6 8.3.1 No reprisals of any kind will be taken by the
7 County Superintendent of Schools or by any
8 member or representative of the administration
9 against any aggrieved person, any party in
10 interest, any member of the Association or any
11 other participant in the grievance procedure by
12 reason of such participation.

13 8.3.2 A member of the bargaining unit may be
14 represented at all stages of the grievance
15 procedure by himself/ herself or, at his/her
16 option, by a representative selected by the
17 Association. If a grievant is not represented by
18 the Association or its representative, the
19 Association shall be notified of the grievance and
20 provided a copy of the statement of grievance
21 and shall have the right to be present at any
22 formal hearing or discussion on the matter. An
23 additional copy of the written response to the
24 grievance, at all stages of the grievance
25 procedure, will be provided to the grievant who
26 may make such copy available to the
27 Association or its representative.

28 8.4 Miscellaneous

1 8.4.1 Each of the formal requirements and time
2 limitations stated herein for the processing of
3 grievances shall be strictly adhered to; provided,
4 however, that any such time limits may be
5 extended by the express written agreement of
6 the parties. If the County Superintendent of
7 Schools or his/her authorized representative fails
8 to answer a grievance within the time limit
9 specified in any step of the grievance procedure,
10 the grievant shall have the right to appeal the
11 grievance immediately to the next step of the
12 grievance procedure. If the grievant fails to
13 appeal a grievance to the next step of this
14 procedure within the specified time limits, the
15 grievance shall be deemed waived and
16 terminated.

17 8.4.2 When it is necessary for any grievant, witness,
18 and/or representatives designated by the
19 Association, to be present at grievance meetings
20 or hearings scheduled during the school day by
21 the administration, those involved shall be given
22 release time without loss of compensation,
23 provided sufficient advance notice is given to the
24 Office.

25 8.4.3 Time limits for appeals or responses provided at
26 each level shall begin the day following receipt of
27 the written grievance decision or appeals by the
28 respective parties.

1 8.4.4 All preparation and filing by the grievant shall be
2 conducted during the non-teaching time of the
3 employee, and no release time shall be
4 provided.
5 8.4.5 All documents, communications and records
6 dealing with the processing of a grievance will be
7 filed in a separate grievance file and will not be
8 kept in the personnel file of any of the
9 participants.
10 8.4.6 Forms for filing grievances, serving notices,
11 taking appeals, making reports and
12 recommendations and necessary documents will
13 be prepared by the County Superintendent of
14 Schools with the advice of the Association and
15 given appropriate distribution by the Association
16 so as to facilitate operation of the grievance
17 procedure. The cost of preparing such forms
18 shall be borne by the Tulare County Office of
19 Education.

1 ARTICLE IX: DEDUCTION OF DUES AND FEES

2 9.1 The Tulare County Office of Education will deduct from
3 the monthly paycheck of each employee the dues of the
4 Association as authorized in writing by the employee on
5 the Tulare County Office of Education form. Such
6 deduction will be submitted to CTA, Burlingame.

7 9.2 Any unit member who is a member of the Tulare County
8 Office of Education Teachers' Association, CTA/NEA, or
9 who has applied for membership, may sign and deliver to
10 the Tulare County Office of Education an assignment
11 authorizing deduction of unified membership dues, initia-
12 tion fees and general assessments in the Association.

13 Pursuant to such authorization, the Tulare County Office
14 of Education shall deduct one-tenth (1/10) of such dues
15 from the regular salary check of the unit member each
16 month for the months of September through June.

17 Deductions for unit members who sign such
18 authorizations after the commencement of the year shall
19 be appropriately prorated to complete payments by the
20 end of the school year.

21 9.3 The window period for withdrawing from CTA/NEA shall
22 be between June 1 and June 30 each calendar year.

1 ARTICLE X: EMPLOYEE EVALUATIONS

2 10.1 Evaluation Procedure

3 10.1.1 Every probationary certificated employee shall
4 be evaluated in writing by his/her supervisor at
5 least once every year. Every probationary
6 employee serving in a categorical program for
7 two or more years will be evaluated in writing by
8 his/her supervisor when appropriate, at least
9 once every other year.

10 10.1.2 Every permanent certificated employee shall be
11 evaluated in writing by his/her supervisor at least
12 once every other year.

13 10.1.2.1 An employee with permanent status,
14 who has been employed with the
15 Office for ten (10) years, who meets
16 the federal definition of highly
17 qualified, as defined in 20 U.S.C. Sec.
18 7801, and whose previous evaluation
19 rated the employee as meeting or
20 exceeding the standard (a rating of 1
21 in all areas of Section A., Professional
22 Standards, and Section B.,
23 Professionalism on the evaluation
24 form), shall, with the mutual consent of
25 his/her supervisor be evaluated every
26 three (3) years. A supervisor or
27 employee may withdraw his/her
28 consent at any time. Should the

1 evaluator withdraw his/her consent,
2 notice and identifiable cause shall be
3 provided to the employee in a timely
4 manner. Should an employee have a
5 change in supervisors, the new
6 supervisor will be required to evaluate
7 the employee to determine whether
8 the supervisor will consent to extend
9 the evaluation period.

10 10.1.3 By October 1, evaluation elements shall be
11 determined by the supervisor and the employees
12 of specific programs. Any disagreement over the
13 elements shall be resolved by the designated
14 Assistant Superintendent.

15 10.1.4 During the course of the evaluation period,
16 circumstances may arise which require
17 modification of the evaluation elements. The
18 necessity for modification of the evaluation
19 elements shall be determined by the employee
20 being evaluated and by the supervisor. The
21 determination of new evaluation elements shall
22 be arrived at in accordance with subparagraph
23 10.1.3 of this Article with the waiver of time
24 limitations.

25 10.1.5 Each evaluation shall be based upon at least
26 one (1) observation, lasting either forty-five (45)
27 minutes or one (1) full period, whichever is
28 longer. The observation should be preceded by

1 an evaluation conference in which the evaluator
2 and the employee shall review the elements, and
3 shall be followed by an evaluation conference in
4 which the supervisor and the employee shall
5 review the observation(s). The employee shall
6 receive a written copy of the evaluation within
7 three days after the later conference. This
8 provision does not preclude the inclusion of other
9 materials or information relevant to an
10 employee's performance in the evaluation as set
11 forth in this Article or in Article XXXI (Peer
12 Assistance and Review).

13 10.1.6 Such observation(s) for evaluation purposes
14 shall normally be arranged by the supervisor and
15 the certificated employee at least two (2) days in
16 advance of the observation.

17 10.1.7 Any employee who receives an unsatisfactory
18 rating shall, upon request, be entitled to a
19 subsequent observation, conference and written
20 evaluation, as prescribed in subparagraph 10.1.5
21 of this Article.

22 10.1.8 The certificated employee's supervisor shall
23 provide assistance toward helping the employee
24 correct any cited deficiencies. Such action will
25 include specific written recommendations for
26 improvement, and may include direct assistance
27 in implementing such recommendations, and
28 adequate release time for the certificated

1 employee to visit and observe other similar
2 classes in other schools. If applicable, the
3 requirements of this provision shall be fulfilled
4 through referral to the Peer Assistance and
5 Review Program (Article XXXI).
6 10.1.9 Employees shall not be required to participate in
7 the evaluation and/or observation of other
8 certificated employees nor shall they be required
9 to assess their own performance. This provision
10 shall not apply to employees participating in the
11 Peer Assistance and Review Program as Panel
12 Members, Peer Coaches, or referred
13 participants.
14 10.1.10 Should an employee choose to assess his or her
15 own performance, such employee shall be
16 notified before revealing the substance of such
17 self-assessment that the matters contained
18 therein may adversely affect his or her job
19 security, and that such employee is not required
20 to reveal such self-assessment. Development
21 by an employee of goals and objectives shall not
22 be considered "self-assessment" as referred to
23 in this paragraph. This provision shall not apply
24 to employees who have been referred into the
25 Peer Assistance and Review Program as
26 referred participants.
27 10.1.11 The supervisor shall not base the evaluation of
28 an employee on any information which was not

1 collected through the direct observation of such
2 employee. Unsubstantiated hearsay statements
3 shall be excluded from the formal written
4 evaluation conducted pursuant to Education
5 Code Section 44660 and following. Sub-
6 stantiated hearsay statements having any
7 adverse bearing on an employee's evaluation
8 shall be provided in writing to the employee
9 within two (2) working days after receipt by the
10 supervisor. This provision shall not preclude the
11 inclusion of materials or information provided by
12 Panel members or Peer Coaches as to
13 employees who have been referred into the
14 Peer Assistance and Review Program as
15 participants. As to those employees, the
16 provisions of Article XXXI (Peer Assistance and
17 Review) shall apply.
18 10.1.12 The grievance procedure may be utilized for
19 processing any disputes which arise over
20 evaluation procedures, not the supervisor's
21 judgement.
22 10.1.13 To the extent that the provisions or application of
23 this Article conflict with those of Article XXXI
24 (Peer Assistance and Review), the provisions of
25 Article XXXI shall supersede and take
26 precedence over those of this Article.
27 10.2 Personnel Files
28 10.2.1 Information and/or materials that are not related

1 to or do not provide direct evidence concerning
2 an employee's employment status or his/her
3 performance of his/her duties as an employee of
4 the Tulare County Office of Education shall not
5 be placed in the employee's personnel file
6 except by mutual agreement between the Tulare
7 County Office of Education and the employee.

8 10.2.2 The Tulare County Office of Education shall
9 base any adverse action against an employee
10 only upon materials which are contained in such
11 employee's personnel file, or in public records
12 directly related to the employee's performance of
13 duties. Moreover, the Tulare County Office of
14 Education shall not base any adverse action
15 against an employee upon materials which are
16 contained in such employee's personnel file,
17 unless the materials had been placed in the file
18 within sufficient time of the incident giving rise to
19 such materials to permit the employee to
20 respond, and the employee has been notified at
21 least ten (10) days in advance, through
22 registered mail, or in person, that such materials
23 were being placed in the file.

24 10.2.3 An employee's personnel file is open for
25 inspection by the employee except for ratings,
26 reports or records which (1) were obtained prior
27 to the employment of the employee, (2) were
28 prepared by identifiable examination committee

1 members, or (3) were obtained in connection
2 with promotional examination.
3 10.2.4 Employees shall be provided copies of any
4 negative materials before they are placed in their
5 personnel files. They shall also be given
6 compensated release time during non-
7 instructional hours to initial and date material and
8 to prepare a written response to such material.
9 The written response shall be attached to the
10 material. In the event the employee's assigned
11 work site for that day does not permit the
12 employee sufficient time for round-trip travel to
13 the Personnel Office plus one (1) additional hour
14 during non-instructional time within the work day,
15 the Tulare County Office of Education will
16 provide release time during instructional hours.
17 10.2.5 Upon written authorization by the employee, a
18 representative of the Association shall be
19 permitted to examine and/or obtain copies of
20 materials in such employee's personnel file.
21 10.2.6 The person or persons who draft and/or place
22 material in an employee's personnel file shall
23 sign the material and signify the date on which
24 such material was drafted and placed in the file.
25 10.2.7 The Personnel Department shall keep within
26 each individual personnel file a formal log of
27 access indicating the persons who have
28 requested to examine a personnel file as well as

1 the dates such requests were made. Such log
2 shall be available for examination by the
3 employee or his/her Association representative,
4 if so authorized by the employee.

5 10.2.8 Access to personnel files shall be limited to the
6 members of the Tulare County Office of
7 Education administration on a need-to-know
8 basis. The contents of all personnel files shall be
9 kept in the strictest confidence except as
10 required or permitted by Article XXXI (Peer
11 Assistance and Review) or as otherwise required
12 or permitted by law.

13 10.2.9 Material in the employee's personnel file which
14 the employee deems inaccurate or irrelevant
15 may be removed by the County Superintendent
16 of Schools if requested in writing by the
17 employee. If the request is denied, the
18 employee may then write a rebuttal which will be
19 attached to the material in question and placed
20 in the file.

21 10.2.10 The employee's official personnel file shall be
22 maintained by the Tulare County Office of
23 Education at its central office. Except for
24 observation notes leading up to the rendering of
25 an evaluation, files kept by an employee's
26 supervisor shall not contain material that has not
27 also been placed in the employee's official
28 personnel file.

1 10.2.11 Employee evaluation and material derogatory on
2 its face shall not be placed within a computer
3 system without establishing a safeguard to
4 prevent unauthorized access.

5 10.3 Public Charges

6 10.3.1 A copy of any written complaint from a citizen or
7 school official about an employee shall be
8 forwarded within two (2) working days to the
9 employee by the Tulare County Office of
10 Education. Said complaint shall not be entered
11 into the employee's official personnel file until
12 and unless the following steps have been
13 completed:

14 10.3.1.1 Should the immediate supervisor
15 believe that the allegations in the
16 complaint are sufficiently serious to
17 warrant a meeting of all the parties,
18 the immediate supervisor shall
19 schedule a meeting between the
20 complainant, the employee and
21 him/herself. The employee shall have
22 the right to have an Association
23 Representative at the meeting.

24 10.3.1.2 If the matter is not resolved at the
25 meeting, resulting in the complete
26 withdrawal of the complaint, the
27 employee shall be given compensated
28 release time during non-instructional

1 hours for the purpose of initialing and
2 dating the written complaint and
3 preparing a written response to such
4 complaint.

5 In the event the employee's assigned
6 work site for that day does not permit
7 the employee sufficient time for round-
8 trip travel to the County
9 Superintendent of School's Office plus
10 one (1) additional hour during non-
11 instructional time within the work day,
12 the Tulare County Office of Education
13 will provide release time during
14 instructional hours.

15 10.3.2 The County Superintendent of Schools shall not
16 dismiss or refuse to re-employ an employee on
17 the basis of allegations in a citizen or parent
18 complaint without following the appropriate
19 procedures of the Education Code.

20 10.3.3 In order for a public complaint to be processed,
21 the Office must be in possession of:

22 10.3.3.1 a written complaint

23 10.3.3.2 a deposition, or

24 10.3.3.3 a written report, submitted by a
25 management employee, which
26 contains the name(s) and the
27 address(es) of the person(s) making
28 the charge.

1 ARTICLE XI: SCHOOL CALENDAR

2 11.1 The employee's work year for the regular school term
3 shall be 185 days commencing with the first day of
4 general program orientation. The employee's work year
5 shall include a preparation day at the beginning of the
6 year and a preparation day at the close of the year. The
7 Association shall be consulted regarding agenda items
8 for the general orientation days. If an employee is
9 directed and assigned additional days by his/her
10 supervisor, he/she shall receive an additional 1/185th of
11 his/ her regular contract salary for each additional day
12 worked.

13 Each county employee shall follow a county program
14 calendar unless mutually agreed upon by an individual
15 employee and his/ her immediate supervisor. That
16 calendar shall be sent to each employee by July 15 and
17 to the respective school districts prior to the beginning of
18 their school year.

19 11.2 Currently employed Early Childhood Special Education
20 Teachers will work an 80% calendar for 148 days, seven
21 and one-half (7 1/2 hours) per day. Early Childhood
22 Special Education Teachers who are hired after July 1,
23 2010, will be employed at an 80% position, working a six-
24 hour day, on a 185-day calendar, with a five (5) day
25 workweek.

26 11.3 Special Education Super Class Schedule. Teachers
27 selected to work in Special Education Super Classes for
28 severely handicapped students will work 8.5 hours per

1 day, 192 days per year. Teachers will teach 180 days.
2 The employee's work year will include a preparation day
3 at the beginning of the year and a preparation day at the
4 close of the year. Ten (10) additional days will be spent
5 reviewing student records, making parent contacts,
6 planning lessons, training instructional assistants,
7 establishing community contacts, planning vocational
8 education and transition programs, and participating in
9 department-provided staff development.
10

1 ARTICLE XII: EMPLOYEE ORIENTATION AND IN-SERVICE

2 12.1 Each employee new in a position shall receive
3 orientation and be informed by the Personnel Office and
4 supervisor of his/her rights, responsibilities, and duties as
5 an employee of the Tulare County Superintendent of
6 Schools. Each employee will be given, in writing,
7 pertinent information explaining new County procedures
8 and benefits.

9 12.2 Each employee new in a position will receive a written
10 job description which will outline the duties and
11 responsibilities for that position. Each employee will
12 receive a copy of the current salary schedule, a
13 description of benefits available, and a copy of any
14 agreed-upon changes in this Agreement.

15 12.3 Each supervisor, by October 1, will request in writing the
16 in-service needs of the employees relating to their areas
17 of specialization. The results of the needs assessment
18 will be compiled and then discussed with the employees
19 in the various programs to plan in-service programs
20 based on the needs assessment survey. The
21 information will then be communicated to the designated
22 Assistant Superintendent.

23 If the need for college courses is expressed in the needs
24 assessment, the program coordinator will assist those
25 interested by attempting to have such courses made
26 available.

27 12.4 Education retreats which are held overnight or on non-
28 working days shall be on a voluntary basis.

1 12.5 Throughout the school year employees may request to
2 attend professional conferences, normally not to exceed
3 a total of three (3) conference days for the year. Out-of-
4 County travel forms must be submitted in triplicate to
5 their supervisors, who will forward them to the
6 designated Assistant Superintendent two (2) weeks prior
7 to departure. A verified copy will be returned to the
8 employee if attendance to the conference has been
9 approved. Current per-diem allowance for conference
10 expenses shall be provided for approved conferences.
11 The Tulare County Office of Education shall prepay the
12 conference if the employee requests prepayment at least
13 seven (7) working days prior to the end of the
14 prepayment period. A copy of the conference program
15 will be attached to the Out-of-County travel form.

16 12.6 The Conference and Travel Expense (Private Car) form
17 is to be submitted in triplicate to the designated Assistant
18 Superintendent by the 10th of the month following that in
19 which expense and travel were incurred. The
20 registration receipt and a copy of the Out-of-County
21 Travel form must be attached. Conference
22 reimbursement will be in accordance with policy of the
23 County Superintendent of Schools.

24 12.7 Each employee may request two (2) days to visit other
25 classrooms or programs of the type in which the
26 employee is assigned. Upon request, the employee shall
27 be given written reasons for any denial.

1 ARTICLE XIII: TEACHING HOURS

2 13.1 The normal length of the employee workday, including a
3 thirty consecutive minute duty-free lunch period and two
4 duty-free ten-minute relief periods, shall be seven and
5 one half hours.
6 For teachers in Special Education Super Classes, the
7 normal length of the employee workday, including a thirty
8 consecutive minute duty-free lunch period and two duty-
9 free ten-minute relief periods, shall be eight and one half
10 hours.
11 The Tulare County Office of Education will make a good-
12 faith effort to provide each classroom teacher with a
13 minimum of thirty (30) duty-free consecutive minutes of
14 preparation time daily.

15 13.2 The employee's regular workday may include certain
16 non-teaching activities for which, unless specifically
17 provided for, there is no additional compensation. The
18 employee shall attend home visitations, P.T.A., open
19 house, parent conferences, parent advisory meetings,
20 SST or IEP meetings, and field trips requested by the
21 parent, the teacher, or the supervisor beyond the
22 workday at reasonable times and places as agreed to by
23 all parties. A maximum of four (4) minimum days, one
24 each quarter, for the purpose of writing IEPs, and/or
25 conducting IEP conferences, and/or teacher
26 conferences/teacher preparation will be scheduled
27 through the immediate supervisor. This section does not
28 apply to Migrant Resource Coordinators.

1 13.2.1 Certificated personnel with prior authorization on
2 overnight assignments shall receive, upon
3 request, a stipend of \$100.00 per night. This
4 shall include but not be limited to Scicon, Migrant
5 College Study Trips, and field trips as assigned.
6 13.2.2 Teachers of the Severely Handicapped at
7 satellite classes on a regular high school
8 campus, with prior authorization, who volunteer
9 to supervise students at the Disneyland Grad
10 Night, shall receive, upon request, a stipend of
11 \$200.00.
12 13.2.3 Migrant Resource Coordinators shall have the
13 ability to flex their 7.5 hour workday schedule in
14 order to meet assigned responsibilities. In the
15 event of a split schedule, time and mileage will
16 be calculated from the last site worked.
17 Necessary schedule changes shall be
18 communicated to and approved by the
19 supervisor.
20 13.2.4 Teachers may be assigned to bus duty as a part
21 of their regular 7.5 hour workday. If a teacher is
22 required to remain on bus duty more than ten
23 minutes beyond their 7.5 hour workday, they
24 shall receive reimbursement at an hourly rate of
25 pay, subject to approval by the employee's
26 supervisor and appropriate Assistant
27 Superintendent. In the case of the extended
28 school year, if a teacher is required to remain on

1 bus duty beyond their 4.5 hour workday, they
2 shall receive reimbursement at an hourly rate of
3 pay, subject to approval by the employee's
4 supervisor and appropriate Assistant
5 Superintendent. The hourly rate of pay shall be
6 \$32.85 based on Class 1, Step 1 of the salary
7 schedule, to be adjusted annually per negotiated
8 agreement. Time sheets must be submitted for
9 reimbursement.
10 13.3 Any duties which are assigned outside the regular
11 working day and are not listed in 13.2 for which the
12 employees do not volunteer, shall be compensated at the
13 hourly rate of pay to be adjusted annually as noted in
14 13.2.4 and shall be performed after consultation at times
15 and places agreed to by both parties. Such duties shall
16 be performed only after authorization has been signed by
17 the employee and his/her supervisor with approval of the
18 designated Assistant Superintendent. This authorization
19 shall be submitted for compensation.
20 13.4 Employees shall attend staff meetings as called by the
21 supervisor during the regular workday or for a period not
22 to exceed sixty (60) minutes beyond the regular school
23 day per month. The sixty minutes of meeting time that
24 may be used by the supervisor beyond the normal
25 working day shall not be accruable from month to month.
26 The immediate supervisor who calls staff meetings shall
27 provide employees with an agenda for the meeting at
28 least one (1) day before such meeting is held, except in

1 emergency situations, and shall also permit employees
2 to place items relating to the proper program or duties on
3 the agenda.

4 13.5 Itinerant employees shall not be required to attend
5 assigned school faculty meetings unless specifically
6 requested by the administrator for particular agenda
7 items that are pertinent to the itinerant employee's
8 program.

9 13.6 Minimum days shall be established by the Tulare County
10 Office of Education or district administrator. The time
11 provided for minimum days shall be used for school
12 preparation and planning. This preparation and planning
13 will be completed at the work site scheduled and/or in
14 another facility provided by the Tulare County Office of
15 Education for this purpose.

16 13.7 Minimum days for students shall be set on the school
17 calendar for the last workday prior to Winter and Spring
18 vacations.

19 13.8 The minimum instructional minutes per year will meet the
20 following standards:

21	Kindergarten	- 36,000 Instructional Minutes Per Year
22	1 - 3	- 50,400 Instructional Minutes Per Year
23	4 - 8	- 54,000 Instructional Minutes Per Year
24	9 - 12	- 64,800 Instructional Minutes Per Year

25 13.9 The County Superintendent of Schools may, in
26 appropriate cases, permit certificated employees to
27 participate in a job-sharing arrangement. Job-sharing is
28 defined herein as the sharing of the duties, rights, and

1 benefits of one full-time position by two employees of the
2 Tulare County Office of Education who have the
3 necessary aptitude, training and experience.

4 Employees who wish to participate in job-sharing may
5 make written requests to do so to the head of the
6 division.

7 The County Superintendent of Schools will evaluate each
8 job-sharing request, taking into consideration such
9 factors, including, but not limited to, qualifications and
10 service record of the employee suitability for the position
11 requested, length of service with the office, reasons for
12 making the request, other job-sharing requests for the
13 position, and the overall needs of the Tulare County
14 Office of Education. The County Superintendent of
15 Schools will approve or disapprove the request. If
16 requests for job-sharing are approved, participating
17 employees must be willing to submit written resignations
18 to the Tulare County Office of Education reducing their
19 employment status from full-time to part-time. Such
20 resignations shall constitute relinquishment on the part of
21 the employees of all rights, benefits and privileges,
22 including tenure rights, for that portion of the positions
23 resigned. Employment thereafter will be in part-time
24 status and reflected in the employees' annual employ-
25 ment contracts. Thereafter, the employees will be given
26 first consideration for reinstatement to full-time
27 employment status with the consent of the County
28 Superintendent of Schools. Employees participating in

1 job-sharing shall share, on a prorated basis, health,
2 dental and vision insurance coverage and any other
3 fringe benefits which would have been provided by the
4 Tulare County Office of Education to a full-time employee
5 in the position being shared. The Tulare County Office
6 of Education shall pay a prorated share of the cost of
7 health, dental and vision insurance coverage, in the
8 same ratio that the employee's part-time employment
9 bears to a full-time position, if the employees elect to pay
10 the difference in the cost of such benefits. Employees
11 participating in job-sharing who are employed for less
12 than five school days a week shall receive, for a school
13 year of service, that portion of the ten-day statutory sick
14 leave allotment as the number of days they are
15 employed per week bears to five school days. A one-
16 year step increment will be granted every two years for
17 those in job-sharing positions.

18 13.10 In the event of fog, the teacher will make a good faith
19 effort to be to work on time. The teacher will not attempt
20 to reach the work-place when visibility is reduced due to
21 climatic conditions that render driving unsafe. The
22 teacher has the responsibility to notify the principal of
23 his/her departure and expected arrival time.

1 ARTICLE XIV: TEACHING CONDITIONS

2 14.1 The Tulare County Office of Education agrees to make
3 an effort to place at the disposal of every employee,
4 sufficient typing, duplicating, laminating, and tape
5 reproduction. Secretarial assistance will be available to
6 assist employees in the preparation of instructional
7 materials.

8 14.2 A process will be developed relating to the requesting of
9 instructional supplies whereby dollars will be allocated on
10 a program need.

11 14.3 An effort will be made to provide work space containing
12 sufficient chalkboard and storage space for employees.
13 Teachers will be involved in setting educational
14 specifications to be incorporated into plans for
15 construction. The County Superintendent of Schools will
16 make a good-faith effort to provide proper ventilation,
17 temperature control, lighting, a sink, and hot/cold running
18 water in leased or rented facilities when
19 programmatically indicated and economically feasible. A
20 survey of teaching conditions will be sent to each
21 employee on or around October 15. Work space shall be
22 reviewed annually, not later than November 15, by the
23 supervisor, employee and site administration. Such work
24 space shall be reserved for the exclusive use of the
25 itinerant employee when on site during regularly sched-
26 uled assignments.

27 14.4 The Tulare County Office of Education will make an effort
28 to provide water and drainage for Satellite classroom

1 sites. Copies of teacher requests will be sent to the
2 County Superintendent of School's office.

1 ARTICLE XV: EMPLOYEE SAFETY

2 15.1 The Tulare County Office of Education shall provide a
3 safe work environment for its employees.

4 15.2 If physical conditions, due to mechanical or building
5 failures or other emergencies, create an unsuitable
6 environment for the employee(s), the employee who
7 observes such a condition in the work facility shall have
8 the duty to immediately notify the supervisor of the
9 conditions and the grounds upon which it is alleged to be
10 unsafe or unsuitable.

11 15.3 Any employee who observes an ongoing condition in the
12 work facility that he/she feels is unsafe or is creating an
13 unsuitable learning environment shall have the duty to
14 immediately advise the Tulare County Office of
15 Education management in writing of the conditions and
16 the grounds upon which it is alleged to be unsafe or
17 unsuitable. Management will respond in writing within
18 five (5) working days, citing corrective actions to be
19 taken.

20 15.4 Written review of the rights and duties of certificated em-
21 ployees regarding student discipline and suspension
22 shall be presented at teacher orientation each year.
23 Teachers and supervisors shall communicate regularly
24 and as needed regarding student behavior that is
25 disruptive, assaultive or destructive.

1 15.5 Action plans will be developed and signed by all parties
2 to maintain order, ensure staff/student safety and con-
3 formity to county policy, California Education Code, and
4 county legal opinions regarding student discipline and
5 suspension.

6 Employees shall immediately report cases of assault
7 suffered by them by pupils in connection with their
8 employment to their immediate supervisor. The
9 supervisor will have the responsibility to contact the
10 police when appropriate.

11 15.5.1 The employee will not be disciplined for using
12 the amount of physical control reasonably
13 necessary for his/her personal protection.

14 15.5.2 When an employee feels his/her safety is
15 potentially endangered by a student, he/she shall
16 so inform his/her immediate supervisor. The
17 immediate supervisor shall arrange a conference
18 as soon as possible. The conference with the
19 unit member may include the parent and/or the
20 appropriate specialist.

21 15.5.3 In the event of a lawsuit against an employee
22 acting within the course and scope of
23 employment, the County Office shall provide
24 protection from liability and shall provide legal
25 defense to employee pursuant to Division 3.6
26 (commencing with section 810) of Title I of
27 Government Code, including Government Code
28 825.

1 15.5.4 The County Office shall notify the teacher of a
2 record of conduct from the previous school year
3 demonstrating that a student has caused, or
4 attempted to cause, serious bodily injury. Any
5 information received by the employee shall be
6 confidential and shall not be further disseminated
7 by the employee.

8 15.6 The Tulare County Office of Education shall maintain
9 adequate liability insurance for each employee per
10 occurrence.

11 15.7 Medically fragile children that are enrolled shall be under
12 the direct or indirect on-site supervision of a qualified
13 certificated nurse for their condition and on-going
14 treatment. The Specialized Health Care Manual shall be
15 presented to all certificated staff assigned to programs
16 containing medically fragile children.

17 15.7.1 In the absence of the nurse, designated school
18 personnel referenced in the Specialized Health
19 Care Manual shall be assigned in the following
20 manner:

- 21 - program administrator
- 22 - teacher by mutual agreement
- 23 - teacher in an emergency situation

24 The order of responsibility shall be explicitly
25 stated by the Program Manager directly to each
26 teacher at the beginning of the year inservice
27 and the mid-year inservice.

28 15.7.2 Specialized procedures shall be evaluated yearly

1 by a joint committee consisting of two current
2 classroom teachers and two certificated nurses
3 selected by the Association, and four
4 administrators.

1 ARTICLE XVI: CLASS SIZE

2 The class size for each class operated by the Tulare County
3 Office of Education shall be determined annually by Tulare
4 County Office of Education management and State Department
5 of Education policy after consultation with the Association. Such
6 consultation shall take place as needed during the semester.

7 The meeting shall be called by the Assistant Superintendent in
8 charge of the division.

9 Special Education Super Classes shall maintain a minimum of
10 twenty (20) students per class. In the event that a designated
11 Special Education Super Class falls below the required number
12 of students for a period of two months, the Association will be
13 contacted to discuss the reduction of hours in the workday and
14 length of the school year of the Special Education Super Class
15 teacher. In the event that a Special Education class goes to
16 twenty (20) or above for a period of two (2) months, the
17 Association will be contacted to discuss an increase of hours in
18 the workday and length of the school year for eligibility as a
19 Special Education Super Class.

20 The maximum class size range for the Special Education
21 Severely Handicapped program will be as follows:

- 22 • Elementary Classes: 9-11 students
- 23 • K-8 Elementary Classes: 9-14 students
- 24 • Middle School Classes: 12-14 students
- 25 • High School Classes: 14-16 students
- 26 • Classes for 18-22 year old students: 14-16 students

27 If it becomes necessary to add additional students to a class
28 which will exceed the class size, the teacher will be paid a

1 stipend of \$125 each month that the enrollment exceeds the
2 class size. The teacher will also have the option of requesting
3 additional help in the classroom.

1 ARTICLE XVII: TRANSFERS

2 17.1 Definition Transfer shall be defined as a change in site
3 or program except it shall not include the following:
4 (a) site changes for itinerant employees
5 (b) site changes when the employee's
6 program has been relocated
7 (c) site changes requested by the agency
8 served.

9 17.2 Transfers may be voluntary or involuntary.

10 17.3 If a school district assumes control of a county-operated
11 program, the teacher(s) presently in that assignment
12 shall, if requested by the district, have first refusal option
13 to continue with the transferred program and become a
14 district employee. If refused by the teacher(s), the least
15 senior credentialed employee shall be employed by the
16 district.

17 17.4 Voluntary Transfers

18 17.4.1 Members of the bargaining unit may initiate their
19 own transfers by submitting an In-House
20 Application to Personnel.

21 17.4.2 Application for transfer may be submitted at any
22 time during the Tulare County Office of
23 Education's regular office hours.

24 17.4.3 After receiving a request, the designated
25 Assistant Superintendent, the supervisor of the
26 program involved, the employee affected by the
27 transfer request, and the lead teacher, when
28 appropriate, will meet to discuss the request.

1 17.4.4 A transfer application may be submitted in
2 response to a particular opening that has been
3 announced in Tulare County Office of Education,
4 or simply for purposes of receiving consideration
5 for vacancies as they occur.
6 17.4.5 The administration shall post all certificated
7 vacancies as soon as they come to the attention
8 of the Tulare County Office of Education. Such
9 notice shall be posted in all employee lounges at
10 County-operated sites, and the Tulare County
11 Office of Education's reception area and itinerant
12 mail area for at least six (6) working days prior to
13 a closing date for applications, which shall be
14 specified on the notice of the vacancy. Notices
15 shall include the position description, grade level
16 or subject matter assignment, and credential
17 requirement.
18 17.4.6 Unselected applicants may request written
19 explanation from the designated Assistant
20 Superintendent.
21 17.4.7 Current employees who have applied and are
22 qualified for a vacant position shall be
23 considered for the position prior to the
24 employment of anyone outside the Tulare
25 County Office of Education.
26 17.4.8 No position shall be filled until after the closing
27 date for application specified on the notice of the
28 vacancy.

1 17.5 Involuntary Transfer
2 17.5.1 "Involuntary Transfer" is defined as a transfer
3 made without the consent of the employee.
4 17.5.2 No vacancy shall be filled by an involuntary
5 transfer if there is an acceptable volunteer
6 available.
7 17.5.3 Upon request by the employee, a meeting
8 between the employee, supervisor, and the
9 designated Assistant Superintendent will be held
10 before a new assignment is made, at which time
11 the employee will be notified in writing as to the
12 reasons for the proposed transfer.
13 17.5.4 All involuntary transfers shall be for good and
14 sufficient reasons based on education needs of
15 the Tulare County Office of Education.
16 17.5.5 When considering the filling of an existing
17 vacancy through an involuntary transfer, the
18 following criteria will be used in selecting the
19 individual to fill the position:
20 17.5.5.1 Experience and recent training of
21 the staff member in comparison to
22 others available for the position to
23 be filled.
24 17.5.5.2 Special and personal qualifications
25 of the staff member in comparison
26 to those possessed by others
27 available for the position to be filled.
28 17.5.5.3 If the above factors are, for all in-

1 tents, equal between two or more
2 potential transferees, the member
3 of the bargaining unit with the least
4 Tulare County Office of Education-
5 wide seniority who is properly
6 credentialed shall be selected.

7 17.5.5.4 Any bargaining unit member who
8 receives an involuntary transfer into
9 an assignment for which they have
10 not been deemed "Highly Qualified"
11 for purposes of NCLB will be
12 provided additional training to assist
13 them to become "Highly Qualified."

14 17.5.6 Any member of the bargaining unit who is
15 notified that he/she must be involuntarily
16 transferred from his/her current position because
17 of declining enrollment or for other similar
18 reasons, shall be first considered for placement
19 from among any vacancies for which he/she is
20 qualified and which exist at the time of
21 notification.

22 17.5.7 An involuntary transfer shall not result in the loss
23 of compensation, seniority, or any fringe benefits
24 to a member of the bargaining unit.

25 17.6 The Tulare County Office of Education shall give each
26 member of the bargaining unit notice of his/her tentative
27 assignment by May 1. The assignment held by a
28 member of the bargaining unit as of July 15 shall not be

1 changed either prior to or during the following school
2 year, except as required by unforeseen circumstances.

3 17.7 Reassignment

4 17.7.1 A reassignment shall be defined as change from
5 one work site to another in the same program by
6 an employee.

7 17.7.2 Employees may submit written requests for
8 change in locations. If such a request can be
9 accommodated without serious negative impact
10 on the programs involved or infringement on the
11 rights of other employees, it shall be considered.

12 17.7.3 The Office shall give each member of the
13 bargaining unit his/her tentative assignment by
14 May 1. Each member of the bargaining unit shall
15 receive his/her final assignment by July 15,
16 except as required by unforeseen
17 circumstances.

18 17.7.4 A reassignment shall not result in the loss of
19 compensation, seniority or any fringe benefits to
20 a member of the bargaining unit.

1 ARTICLE XVIII: EXTENDED YEAR PROGRAM

2 18.1 Applications for the Extended Year Program will be
3 processed through the Human Resources Division.
4 Extended year and summer school program personnel's
5 salary shall be based on total assigned on-site working
6 hours. It shall bear the same ratio as hours assigned
7 would bear to the seven and one-half (7 ½) hours work
8 day. This salary shall be based upon the current-year
9 contract for the year in which the extended year and
10 summer school program began. An extended year and
11 summer school employee shall be entitled to the
12 difference in pay between the substitute's and his/her
13 regular daily salary when ill. Extended year and summer
14 program lead teachers shall be paid an additional two
15 percent (2%) of their salaries for each certificated
16 teacher assigned to their program, not to exceed ten
17 percent (10%).

18 18.2 A teacher who is assigned to a school offering a year
19 round program will consult with his/her supervisor and/or
20 program manager to design a schedule which is mutually
21 satisfactory. Any additional days of service to students
22 beyond one hundred eighty-five (185) days shall be
23 compensated at the employee's regular daily rate of pay.

24 18.3 Current employees will be given first consideration for
25 extended year employment within each individual
26 program area, before vacancies are filled from outside
27 the program.

1 ARTICLE XIX: PHYSICAL EXAM

2 19.1 At least once every four (4) years, each employee shall
3 undergo an examination for tuberculosis and must be
4 certified, as a condition of continuing employment, to be
5 free of such disease. Such examination shall be
6 provided for by the Tulare County Office of Education.

7 19.2 The Tulare County Office of Education may require, in its
8 discretion, that any employee undergo a physical or
9 mental examination as a condition of initial or continuing
10 employment. Such examination required as a condition
11 of continuing employment shall be at the expense of the
12 Tulare County Office of Education. Any employee of the
13 Tulare County Office of Education who is required to
14 submit to a physical or mental examination shall have the
15 right to be represented at the time of the examination by
16 a physician or psychiatrist of his or her choice and the
17 report of the employee's physician or psychiatrist shall be
18 filed with the County Superintendent of Schools at the
19 request of the employee. The employee shall, upon
20 request, and before action by the County Superintendent
21 of Schools, be furnished with a complete copy of all
22 reports made by the physician or psychiatrist appointed
23 by the County Superintendent of Schools. When
24 physical or mental examinations are required by the
25 Tulare County Office of Education, one (1) copy of the
26 results shall be sent to the Tulare County Superintendent
27 of Schools.
28 Results of physical and mental examinations shall be

1 kept in a sealed envelope within the employee's
2 personnel file. Any copies of examinations shall be
3 returned to their respective files.

1 ARTICLE XX: LEAVES

2 20.1 Sick Leave

3 20.1.1 Sick leave utilization shall be for an employee's
4 own physical and mental disability absences
5 which are medically necessary and caused by
6 illness, injury, maternity disability, or quarantine.

7 20.1.2 Unused sick leave shall accrue from school year
8 to school year. Any employee who does not
9 complete a given year of service shall be
10 charged for any unearned sick leave used as of
11 the date of termination.

12 20.1.3 At the beginning of each school year, every
13 member of the bargaining unit shall receive a
14 sick leave allotment credit equal to his/her sick
15 leave entitlement for the school year. A member
16 of the bargaining unit may use his/her credited
17 sick leave at any time during the school year.

18 20.1.4 The Tulare County Office of Education reserves
19 the right to require a member of the bargaining
20 unit to provide a statement by a physician
21 verifying the cause of absence.

22 20.1.5 The Tulare County Office of Education shall
23 provide each member of the bargaining unit with
24 a written statement of one (1) his/her accrued
25 sick leave total and two (2) his/her sick leave
26 entitlement for the school year. Such statement
27 shall be provided with the salary warrants each
28 month of each school year.

1 20.1.6 When a member of the bargaining unit is absent
2 from his/her duties on account of his/her own
3 illness or accident for a period of five (5) months
4 or less, the amount deducted from the salary due
5 him/her for any month in which the absence
6 occurs shall not exceed the sum which is
7 actually paid a substitute employee employed to
8 fill his/her position during his/her absence or, if
9 no substitute employee was employed, the
10 amount which would have been paid to the
11 substitute had he/she been employed during the
12 period of such absence. The five (5) months or
13 less period during which the above deduction
14 occurs shall begin after the current ten (10) day
15 sick leave provisions and all accumulated sick
16 leave have been exhausted. Members of the
17 bargaining unit shall be granted one five (5)
18 month period per illness or accident. However, if
19 a school year terminates before the five (5)
20 month period is exhausted, the employee may
21 take the balance of the five (5) month period in a
22 subsequent school year.

23 20.1.7 When a member of the bargaining unit has
24 exhausted all available sick leave, including
25 accumulated sick leave, and continues to be
26 absent on account of illness or accident for a
27 period beyond the five (5) month period provided
28 pursuant to Section 20.1.6, and the employee is

1 not medically able to resume the duties of his/her
2 position, the employee shall be placed on a re-
3 employment list for a period of twenty-four (24)
4 months if the employee is on probationary
5 status, or for a period of thirty-nine (39) months,
6 if the employee is on permanent status. The
7 twenty-four (24) or thirty-nine (39) month period
8 shall commence at the expiration of the five (5)
9 month period provided, pursuant to Education
10 Code Section 44977.

11 20.2 Transfer of Sick Leave (Ed. Code 44979)

12 Management will notify the new employee in writing
13 during the orientation period that he/she is responsible
14 for requesting the transfer of accumulated sick leave
15 from the previous eligible employer within one (1) year
16 after the first date of employment with the Office of the
17 County Superintendent of Schools.

18 20.3 Emergencies, Bereavement Leave (Ed. Code 44985)

19 Every certificated employee is entitled to leave of
20 absence not to exceed three (3) days, or five (5) days if
21 travel in excess of 200 miles one way is required,
22 because of death of any member of his/her immediate
23 family. No deduction shall be made from the employee's
24 salary nor will this absence be deducted from his/her sick
25 leave. Members of the immediate family, as defined in
26 this Section, means the mother, father, stepmother,
27 stepfather, grandmother, grandfather, or a grandchild of
28 the employee, or of the spouse or the domestic partner

1 of the employee, the spouse or the domestic partner of
2 the employee, son, stepson, son-in-law, daughter,
3 stepdaughter, daughter-in-law, brother, stepbrother,
4 brother-in-law, sister, stepsister, or sister-in-law of the
5 employee or domestic partner, or any relative or foster
6 child living in the immediate household of the employee.

7 20.3.1 "Domestic partners" are defined to mean two
8 adults who have chosen to share one another's
9 lives in an intimate and committed relationship of
10 mutual caring and who have filed a Declaration
11 of Domestic Partnership with the Secretary of
12 State pursuant to Division 2.5 (commencing with
13 Section 297) of the Family Code, provided that
14 the domestic partnership has not been
15 terminated pursuant to Section 299 of the Family
16 Code.

17 20.4 Personal Necessity Leave (Ed. Code 44981)
18 Personal Necessity Leave may be utilized for
19 circumstances which are serious in nature and cannot be
20 expected to be disregarded, which necessitates imme-
21 diate attention and cannot be dealt with during off-duty
22 hours.

23 Procedure for Approval - Employees shall submit a
24 request for Personal Necessity Leave approval to the
25 immediate supervisor normally not less than three (3)
26 working days prior to the beginning date of the Leave.
27 The prior approval required for Personal Necessity Leave
28 shall not apply to the following reasons:

- 1 (1) Death or illness of a member of the
- 2 employee's immediate family.
- 3 (2) Accident involving person or property or
- 4 the person or property of the employee's
- 5 immediate family.

6 Requirements An employee may use not more than
7 eight (8) days per year of accumulated sick leave for pur-
8 poses of approved Personal Necessity Leave.
9 When prior approval is not required, the employee shall
10 make every reasonable effort to comply with Tulare
11 County Office of Education procedures designed to
12 secure substitutes and shall notify the immediate
13 supervisor of the expected duration of the absence.

14 20.5 Accidents
15 All job-related injuries must be reported by employees to
16 the Personnel Office within twenty-four (24) hours.

17 20.6 Industrial Accident and Illness Leave (Ed. Code 44984)
18 Industrial accident and illness leave shall be granted to
19 all employees at the rate of sixty (60) working days in
20 any fiscal year for the same accident. Such leave shall
21 not be accumulated from year to year. Industrial
22 accident or illness leave is to be used in lieu of regular
23 sick leave and will commence on the first day of
24 absence. Payment for wages lost, when added to any
25 award granted under Workers' Compensation Laws,
26 shall not exceed the normal wage for the day. Industrial
27 accident leave will be reduced by one (1) day for each
28 day of authorized absence regardless of a compensation

1 award made under Workers' Compensation. When an
2 industrial accident or illness overlaps into the next fiscal
3 year, the employee shall be entitled to only the amount of
4 unused sick leave due him for the same illness or injury.

5 20.7 General Emergency Leave

6 Full pay will be allowed for absence because of a general
7 emergency arising from any condition which would so
8 affect all or an appreciable number of employees as to
9 cause the County Superintendent of Schools to declare
10 that an emergency exists.

11 20.8 Jury Duty Leave

12 20.8.1 A member of the bargaining unit shall be granted
13 paid leave of absence when subpoenaed to
14 appear in court as a witness.

15 20.8.2 A member of the bargaining unit shall be granted
16 paid leave when requested to appear for jury
17 duty in a manner provided by law.

18 20.8.3 In any case in which a fee is paid, such fee for
19 participation shall be returned to the Tulare
20 County Office of Education, exclusive of any
21 travel allowance.

22 20.8.4 When on jury duty, an employee shall present a
23 statement from the jury commissioner or other
24 appropriate official of the court showing the time
25 served on jury duty, which shall be attached to
26 the absence form. Upon completion of jury duty,
27 the employee shall return to work.

28 20.9 Sabbatical Leave (Ed. Code 44966-44973)

1 All leaves of absence for study and travel may be
2 granted in accordance with appropriate provisions of the
3 California Education Code.

4 20.10 Association Leave

5 The Association shall be entitled to eight (8) days, or
6 sixteen (16) half days, of leave with pay for Association
7 business other than negotiations or grievances. Prior
8 approval from the County Superintendent of Schools
9 shall be obtained at least forty-eight (48) hours before
10 use of this leave. The Association shall be responsible
11 for all expenses incurred while its representatives are on
12 Association leave and shall reimburse the Tulare County
13 Office of Education for the cost of any substitutes. If
14 representatives are to be outside of Tulare County, the
15 proper Out-of-County request forms shall be filed with
16 the County Superintendent of Schools.

17 20.11 Personal Business Leave

18 Certificated employees shall be entitled to one (1) day
19 non-accumulative personal business leave with full pay
20 each school year upon written approval of the County
21 Superintendent of Schools or his/her designee for the
22 purpose of meeting personal obligations which cannot be
23 postponed or fulfilled when school is not in session.
24 Leave taken pursuant to this section shall be in addition
25 to any other leave to which the employee is entitled.

26 20.12 Unpaid Personal Leave

27 20.12.1 An employee may request a personal leave of
28 absence for reasons not enumerated elsewhere

1 in this Agreement.

2 20.12.2 The employee seeking an approved personal
3 leave shall submit a request, including the
4 reasons and any supporting information related
5 thereto, and the duration of the length of the
6 requested leave.

7 20.12.3 For unpaid personal leave, the employee shall
8 submit, not less than five (5) working days prior
9 to the beginning of the leave, the request
10 described herein to the immediate supervisor for
11 his/her recommendation to the County
12 Superintendent of Schools. The County
13 Superintendent of School's approval or denial of
14 the request for unpaid leave shall be final.

15 20.12.4 An employee shall not accept gainful employ-
16 ment while on personal leave of absence without
17 prior written approval of the County
18 Superintendent of Schools.

19 20.12.5 Any personal leave of absence that may be
20 granted under these provisions shall be without
21 compensation. Employees on personal leave of
22 absence may be permitted to participate in the
23 Tulare County Office of Education insurance
24 program at their expense as provided for in
25 Article XXII of this agreement.

26 20.12.6 The employee shall be reinstated to the position
27 classification held prior to the leave of absence
28 or to a position for which the employee is

1 certified.

2 20.12.7 If the personal leave of absence was granted for
3 health reasons, the employee shall be required
4 to submit, prior to return to active duty, a medical
5 statement indicating an ability to assume
6 assigned duties without restriction or detriment to
7 the employee's physical or emotional well-being.

8 20.13 Family Medical Leave

9 An eligible employee shall be entitled to up to 12 work-
10 weeks (prorated for part time employees) of unpaid leave
11 within a 12 month period for family and medical reasons
12 under the federal Family and Medical Leave Act of 1993
13 and the California Family Rights Act (collectively, "family
14 medical leave"). The following provisions shall be
15 interpreted in accordance with the statutes and
16 regulations governing family medical leave.

17 20.13.1 An employee is eligible if he or she has been
18 employed by the Tulare County Office of
19 Education for at least 12 months and has
20 provided service at least 1250 hours over the
21 previous 12 months (normally this means a full-
22 time work year, i.e., 182 days x 7 hours = 1274
23 hours). An employee who meets this criteria is
24 not eligible, however, if there are less than 50
25 employees within 75 miles of his or her work site.

26 20.13.2 Family medical leave shall be available for the
27 following purposes:
28 a) Birth of the employee's child;

1 serious health condition is required to provide a
2 fitness-for-duty certificate from his or her
3 physician before he or she will be reinstated to
4 employment.

5 20.14 Catastrophic Leave

6 The Association and the Tulare County Office of
7 Education establish catastrophic leave with the following
8 provisions:

9 20.14.1 Definitions

10 "Catastrophic illness or injury" means an illness
11 or injury:

- 12 a. that is expected to incapacitate the
13 receiving employee for an extended
14 period of time beyond the employee's
15 paid leave entitlement, or
16 b. that incapacitates a member of the
17 receiving employee's immediate family,
18 which incapacity requires the employee
19 to take unpaid time off from work for an
20 extended period of time to care for that
21 family member, and
22 c. which would create a financial hardship
23 for the receiving employee if he/she
24 were required to take extended time off
25 work because he/she has exhausted all
26 of his or her sick leave and other paid
27 time off.
28 d. Absences due to a work-related illness

1 or injury shall not qualify for use of
2 catastrophic leave.
3 "Immediate family" means the spouse or
4 domestic partner, child, step-child, or foster child
5 of the employee or domestic partner, parent or
6 grandparent of the employee, or any other
7 person living in the receiving employee's
8 household.

9 20.14.2 Any employee may donate up to the current
10 year's entitlement of sick leave to another
11 member of the bargaining unit who meets the
12 criteria above.

13 20.14.2.1 To donate sick leave, a unit
14 member must retain one year's
15 entitlement of sick leave on the
16 books.

17 20.14.2.2 A donating employee may donate a
18 minimum of seven and one-half
19 (7½) hours of sick leave to another
20 employee who has been deemed
21 eligible to receive this leave.

22 20.14.2.3 Donated sick leave or vacation
23 shall be converted for utilization on
24 a hour for hour basis meaning the
25 recipient shall be paid at his/her
26 regular rate of pay.

27 20.14.2.4 The Tulare County Office of
28 Education will credit the receiving

1 employee's sick leave account with
2 one day of sick leave from each
3 donating employee in the order in
4 which the donation is received by
5 the Tulare County Office of
6 Education, and will repeat the
7 process until the receiving
8 employee has received the
9 maximum amount of sick leave
10 credit that he/she needs or may
11 accrue under 20.14.3. If, through
12 the initial process of deducting one
13 day of sick leave credit from each
14 donating employee, the receiving
15 employee does not receive
16 sufficient sick leave credit, the
17 Tulare County Office of Education
18 shall repeat the process by
19 crediting the receiving employee's
20 account with additional sick leave
21 credits from those employees who
22 wish to donate more than one day
23 of sick leave credit.
24 20.14.2.5 Employees may not revoke their
25 donation of sick leave credits.
26 Nevertheless, donated leave not
27 utilized by the recipient prior to
28 return to service shall be returned

1 to the donor.
2 20.14.3 The maximum days allowed to be utilized by one
3 employee shall not exceed their normal annual
4 work year.
5 20.14.4 Employees who are granted the use of donated
6 leave days shall be considered to be in regular
7 paid status and will continue to earn and accrue
8 all contractual and statutory benefits.
9 20.14.5 To utilize this benefit, an employee or the Tulare
10 County Office of Education or CTA may submit a
11 request to the County Superintendent of Schools
12 to "call for donations."
13 20.14.6 The County Superintendent of Schools will grant
14 approval of a catastrophic leave request to an
15 employee if the employee's or their family
16 member's illness or injury conforms to the
17 definition of catastrophic illness or injury set forth
18 in this section and the individual's condition is
19 verified by a physician's written statement.
20 20.14.7 If catastrophic leave has been approved for an
21 employee to care for a family member, all
22 accrued paid leave benefits must be exhausted
23 as personal necessity leave, prior to use of
24 catastrophic leave.
25 20.14.8 Any employee returning from catastrophic leave
26 will be reinstated to their former position.
27 20.14.9 An employee on catastrophic leave for his/her
28 own serious health condition is required to

1 provide a fitness-for-duty certificate from his/her
2 physician before he/she will be reinstated to
3 employment.

1 ARTICLE XXI: SALARIES

2 21.1 Salary schedule will be increased by 0% in all categories
3 effective July 1, 2011. Salary schedule and salary
4 classifications covered by this Agreement are set forth in
5 Appendix A.

6 The hourly rate in Articles 13.2.4 and 31.2.5.9 is \$32.85,
7 the hourly rate of Class I, Step 1, on the revised salary
8 schedule which is \$32.85.

9 21.2 The payroll period shall be monthly, beginning with the
10 first month of the school year, and salary payments will
11 normally be made on the last teaching day of each
12 month during the payroll period.

13 21.3 Lead Teachers at SCICON shall be paid a stipend of
14 10%. Lead teachers at Court/Community School and the
15 Bright Start Parent/Infant Program shall be paid an
16 additional two percent (2%) of their salaries for each
17 certificated teacher assigned to their program, not
18 including themselves, and not to exceed ten percent
19 (10%).

20 21.3.1 Lead Teachers will be selected yearly. Teachers
21 interested in being a lead teacher must submit a
22 letter of interest to the Program Manager no later
23 than May 1 each year. Lead Teachers will be
24 selected and placed at sites based on school
25 and program needs. The Tulare County Office
26 of Education will give each Lead Teacher
27 his/her tentative assignment no later than June 1.

28 21.4 Eleven-month employees may choose to be paid over a

1 12-month period through a salary deferral plan. There
2 will be twelve monthly payments beginning the last work
3 day in August and ending the last work day of July
4 following the end of the fiscal year. The July payment
5 will be based on a monthly summer pay deferment of
6 1/12th of an employee's normal gross monthly payment
7 for August through June. The employee will receive this
8 deferment the last work day of July. If participation in the
9 summer pay process begins after the August payroll, a
10 correspondingly smaller payment will be received for
11 July.

1 ARTICLE XXII: EMPLOYEE BENEFITS

2 22.1 Employees eligible for health benefits shall be covered
3 by SISC III, PBC 100B-0 Plan, with Mental Health
4 Coverage through the Anthem Blue Cross Employee
5 Assistance Program (EAP), with a contribution by the
6 Tulare County Office of Education not to exceed
7 \$1,559.82 per month for ten (10) months per certificated
8 employee for the 2011-2012 school year to provide the
9 health insurance package, including health, dental,
10 vision, and prescriptions, under the Tulare County Office
11 of Education's existing plans or such equivalent plans as
12 the Tulare County Office of Education may select, for any
13 full-time employee who elects such coverage. Coverage
14 will be SISC III, PBC 100B-0 Plan, with Mental Health
15 Coverage through the Anthem Blue Cross Employee
16 Assistance Program (EAP) affecting certificated
17 employees, to continue at the same level until the
18 expiration of this contract, or, upon mutual agreement
19 between the Association and the County Superintendent
20 of Schools, the contract may be revised at any time
21 during the contract period to consider changes in the
22 benefits in order to reduce employee contributions
23 toward any premium in excess of the maximum amount
24 to be paid by the employee.
25 22.1.1 A certificated employee hired at an 80% contract
26 or higher shall have premiums paid by the Office
27 for their insurance. A certificated employee hired
28 at less than an 80% contract, but at least a 50%

1 contract, will pay his/her proportionate amount
2 toward the health benefit package if they choose
3 to enroll. Anyone hired at less than a 50%
4 contract will not be entitled to any health
5 benefits. Any employee hired prior to 1985-86 at
6 less than 100%, but more than 50%, receiving
7 full benefits will continue to receive said benefits.

8 22.2 Payment of premiums for the insurance benefits provided
9 by this Article shall, to the extent permitted by the
10 insurance plans, be the sole and complete responsibility
11 of the individual employee when such employee is on an
12 approved, unpaid leave of absence. However, the
13 employee shall be covered for a period of 30 days from
14 the date the unpaid leave begins.

15 22.3 Employees on unpaid leaves of absence approved by
16 the County Superintendent of Schools shall have the
17 option to continue the insurance coverage for the
18 duration of the leave with minimum payments to be paid
19 by the employee to the Tulare County Office of
20 Education on designated dates defined by the Tulare
21 County Office of Education.

22 22.4 Employees may participate in the tax sheltered annuity of
23 their choice, with the Tulare County Office of Education
24 providing payroll deduction for this purpose.

25 22.5 Should an employee's employment terminate following
26 the last day of the school year and before the
27 commencement of the ensuing school year, such
28 employee shall be entitled to continued paid coverage

1 under the health, dental, life and vision care plans until
2 October 1 of the ensuing school year unless he/she is
3 eligible for any other group health insurance through
4 subsequent employment or under a spouse's or
5 domestic partner's group insurance. Benefits provided
6 under 22.2 shall not be available to the terminating
7 employee beyond the date of termination.

8 Benefits provided domestic partners became available
9 October 1, 2004.)

10 22.6 The parties agree to negotiate on any proposed change
11 in benefits plan administrators.

12 22.7 The Tulare County Office of Education agrees to
13 contribute up to the sum of \$1,559.82 per month for ten
14 (10) months for the 2011-2012 school year for the
15 provision of a health insurance package including health,
16 dental, vision, and prescriptions to any eligible retiree
17 who was hired prior to July 1, 2006, and his/her spouse
18 upon the employee's retirement at age fifty-five (55) with
19 fifteen (15) years of service as a certificated employee in
20 the Tulare County Office of Education or with twenty (20)
21 years of service as a certificated employee in the public
22 school system in California. The benefits shall continue
23 to be paid by the Office until the retiree reaches the age
24 of eligibility for Medicare or until the death of the retiree,
25 whichever comes first. An employee may retire at age
26 sixty (60) with fifteen (15) years of service as a
27 certificated employee in the Tulare County Office of
28 Education or with twenty (20) years of service as a

1 certificated employee in the public school system in
2 California and the benefits shall continue to be paid by
3 the Tulare County Office of Education until the retiree
4 reaches the age of seventy (70) or until the death of the
5 retiree, whichever comes first. Employees who were
6 hired after July 1, 2006, will be eligible for the retiree
7 health insurance package if they retire at age sixty (60)
8 with twenty (20) years of service as a certificated
9 employee of the Tulare County Office of Education. For
10 employees hired after July 1, 2008, years of service with
11 this Office, for this provision, will include any fiscal year
12 in which the Office paid any portion of the employee's
13 health benefit costs. The benefits shall continue to be
14 paid by the Tulare County Office of Education until the
15 retiree reaches the age of eligibility for Medicare or until
16 the death of the retiree, whichever comes first. Retirees
17 and surviving spouses or domestic partners may
18 continue in the plan, at their own expense. To be eligible
19 for retirement benefits, an employee must be
20 participating in the health insurance plan at the time of
21 retirement. Retirees who are eligible for health insurance
22 coverage shall be covered under the plan available to the
23 current employees. Retirees are required by our health
24 plan to enroll in Medicare, Parts A and B when they
25 reach the age of eligibility, as Medicare becomes the
26 primary insurance for the retiree. Retirees who fail to
27 enroll in Medicare will be required to pay a surcharge
28 billed by the Insurance Company to TCOE for failure to

1 enroll in Medicare, Parts A and B.
2 22.8 A term life insurance policy in the amount of \$50,000
3 shall be provided to each employee within the unit. This
4 benefit is not available to retirees mentioned in 22.7.
5 22.9 Tulare County Office of Education shall make available
6 to employees an employee-paid disability plan.
7 22.10 Changes to employee health benefits become effective
8 on October 1st of each school year.
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1 ARTICLE XXIII: EMPLOYEE TRAVEL

2 23.1 Schedules of employees who are assigned to more than
3 one (1) school shall be arranged so that no employee
4 shall be required, without his/her consent, to engage in
5 inter-school travel of more than thirty-five (35) miles
6 between sites per day. Such employees shall be notified
7 of any changes in their schedules at least ten (10)
8 working days prior to the proposed changes.

9 23.2 Mileage for private car use will be paid in accordance
10 with the mileage schedule and regulations approved by
11 the County Superintendent of Schools and conforming to
12 the rate per mile as approved by the Internal Revenue
13 Service (IRS).

14 23.3 Itinerant employees are defined as those who are
15 assigned to work in more than one district. Employees
16 who work in two districts with a common administration
17 or two districts within the same city are not included in
18 the definition of itinerant.

19 23.4 All itinerant employees will be reimbursed for mileage
20 traveled each day on the following basis:

21 23.4.1 Point of departure and return for an employee
22 residing within Tulare County shall be
23 designated as his/her residence or the Tulare
24 County Office of Education assigned/designated
25 office or center, whichever is closer to the first
26 assigned site.

27 23.4.2 Point of departure and return for an employee
28 residing and working within Kings County shall

1 be designated as his/her residence or the Kings
2 County Superintendent of Schools Office,
3 whichever is closer to the first said site
4 assignment.

5 23.4.3 Point of departure and return for an employee
6 working in Tulare County but residing outside the
7 County shall be either the point at which he/she
8 crosses the Tulare County line en route to
9 his/her first site assignment of the day or the
10 Tulare County Office of Education Office,
11 whichever is closer to said first site assignment.

12 23.4.4 Itinerant employees required to perform special
13 assignments for the Tulare County Office of
14 Education, involving travel to other than their first
15 assigned site, will be reimbursed on the same
16 basis as other mileage reimbursements to
17 itinerant employees.

18 23.4.5 Mileage traveled by an employee shall be calcu-
19 lated from the point of departure to the first site
20 assignment, thence to all other sites where
21 services are performed on behalf of the Tulare
22 County Office of Education and finally back to
23 the point of departure.

24 23.4.6 Employees shall submit mileage claims for
25 official mileage required during the performance
26 of their duties.

27 23.4.7 Employees shall be reimbursed for mileage in
28 conformance with 23.2 above.

1 23.5 Employees who are assigned to multiple sites within a
2 district and/or districts within the same city, shall be paid
3 for actual and necessary mileage as computed from the
4 first site assignment of the day to other sites where
5 services are performed on behalf of the Tulare County
6 Office of Education and finally back to the point of
7 departure.
8 23.6 Claims for mileage payment, when a private car is used
9 on official business within the County or when attending
10 conferences or meetings outside the County, shall be
11 submitted on the appropriate form.
12 23.7 All employees required to use their vehicles in the course
13 of their duties shall carry at least the minimum vehicle
14 liability insurance required by the State of California and
15 shall provide the Tulare County Office of Education with
16 an assurance of their insurance coverage within thirty
17 (30) calendar days after the annual renewal date of said
18 policy.

1 ARTICLE XXIV: LAYOFF

2 24.1 In the event that the Tulare County Office of Education's
3 financial abilities are reduced and such reductions
4 necessitate elimination of a particular service, all
5 bargaining unit members so affected will receive layoff
6 notices on or before March 15.
7 24.2 All bargaining unit members affected by layoff notices
8 shall receive three (3) days of fully paid leave for the
9 purpose of seeking other employment. Such leave is to
10 be requested at least forty-eight (48) hours in advance,
11 and the minimum absence requested shall be no less
12 than fifty (50) percent of the regular workday.
13 24.3 A unit member who is laid off is entitled to continue
14 enrollment, along with his/her dependents, in any health
15 and welfare plan offered by the Tulare County Office of
16 Education to unit members, with payment by the Tulare
17 County Office of Education of the necessary premiums,
18 for three (3) months beyond the final termination date,
19 unless he/she is eligible for any other group health
20 insurance through subsequent employment or under a
21 spouse's group insurance. Benefits provided under 22.1
22 shall not be available to the laid-off employee beyond the
23 date of termination.
24 24.4 Laid-off unit members shall have first priority, by creden-
25 tials, classifications, and seniority, for filling any vacan-
26 cies or open positions which occur up to thirty-nine (39)
27 months following the effective date of his/her layoff.
28 24.5 Laid-off unit members shall have notification of openings

1 as described in 17.4.5 via registered or certified mail.
2 24.6 Teachers in Learning Center Super Classes must apply
3 and be selected yearly to participate in this program.
4 Participation in this program is voluntary. Teachers must
5 possess a credential authorizing service in a severely
6 handicapped classroom. Reduction of school year and
7 hours, as teachers move out of this assignment, is not
8 considered a layoff and is not subject to the lay-off
9 process.

1 ARTICLE XXV: EFFECT OF AGREEMENT

2 25.1 It is the intention of the parties that this Agreement set
3 forth the full and entire understanding of the parties
4 regarding all matters set forth herein, and any prior or
5 existing understanding or agreements by or between the
6 parties, whether formal or informal, regarding any such
7 matters are hereby superseded and terminated in their
8 entirety.
9 25.2 Unless otherwise specifically provided herein, it is agreed
10 and understood that each party hereto voluntarily waives
11 and unqualifiedly relinquishes its right to meet and
12 negotiate and agrees that the other party shall not be
13 required to negotiate with respect to any subject or
14 matter covered herein, or with respect to any matter not
15 covered herein, even though such subject or matter may
16 not have been within the knowledge or contemplation of
17 either or both of the parties at the time they met and
18 negotiated this Agreement, and even though any such
19 subject or matter was proposed and later withdrawn.
20 25.3 Any agreement, alteration, understanding, variation,
21 waiver, or modification of any of the terms or provisions
22 contained herein shall not be binding upon the parties
23 hereto unless made and executed in writing by all parties
24 hereto.
25

1 ARTICLE XXVI: MISCELLANEOUS

2 26.1 The term "Office of Education" and "Office of Education
3 Management", as used in this Agreement, shall be
4 deemed to be synonymous and shall, as appropriate,
5 include the Tulare County Office of Education as an
6 entity, the County Superintendent of Schools, and all
7 other members of the Tulare County Office of Education
8 Management, including management at the level of the
9 school site.

10 26.2 The parties agree that it is to their mutual benefit to en-
11 courage the resolution of differences through the
12 processes provided by the Agreement. Therefore, it is
13 agreed that the Association and the Tulare County Office
14 of Education will support this Agreement for its term, and
15 will not appear before any public body or bodies to seek
16 change or improvement in any matter subject to the
17 meet-and-negotiate process, except by mutual written
18 agreement of the Tulare County Office of Education and
19 the Association.

1 ARTICLE XXVII: SAVINGS CLAUSE

2 27.1 In the event that any provision of the Agreement shall at
3 any time be declared invalid by any appropriate
4 administrative agency or court of competent jurisdiction,
5 such decision shall not invalidate any other provision of
6 this Agreement, and all remaining provisions shall remain
7 in full force and effect.

8 27.2 Should a provision or application be deemed invalid, as
9 described in Paragraph 1 above, the County
10 Superintendent of Schools shall reinstitute any benefit
11 reduced or eliminated to the extent allowable under law.

1 ARTICLE XXIII: PROCEDURE FOR "NEW" PROBATIONARY
2 CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION
3 DURING THE SCHOOL YEAR
4 28.1 Application
5 This procedure applies to the dismissal or suspension
6 during the school year of certificated employees whose
7 probationary period commenced during or after the 1991-
8 92 school year.
9 28.2 Definition
10 For purposes of this procedure, a work day is defined as
11 a day when the administrative offices of the Tulare
12 County Office of Education are regularly open for
13 business.
14 28.3 Notice of Dismissal or Suspension
15 28.3.1 A Notice of Dismissal or Suspension shall be
16 given at least thirty (30) days prior to the stated
17 effective date of such action and no later than
18 March 15 of the employee's second probationary
19 year.
20 28.3.2 The Notice of Dismissal or Suspension shall
21 state the reasons for such action and shall state
22 that the employee has the right to appeal.
23 28.3.3 If the reasons for the action include
24 unsatisfactory performance, a copy of the last
25 evaluation shall be included with the Notice of
26 Dismissal or Suspension.
27 28.4 Suspension
28 28.4.1 Suspension may be proposed or determined for

1 a specified period of time.
2 28.4.2 Suspension is without pay and for a stated
3 number of work days and may be initially
4 proposed by the Tulare County Office of
5 Education, recommended by the hearing officer
6 or determined by the County Superintendent of
7 Schools.
8 28.4.3 When suspension is initially proposed by the
9 Tulare County Office of Education, no more
10 severe penalty may be recommended by the
11 hearing officer or determined by the County
12 Superintendent of Schools.
13 28.5 Grounds
14 28.5.1 One ground for dismissal or suspension is
15 unsatisfactory performance as determined by an
16 evaluation conducted in accordance with the
17 Stull Act and any current policy, if applicable, or
18 negotiated contract provisions.
19 28.5.2 The second ground or basis for dismissal or
20 suspension is any one or more of the causes
21 specified in Education Code section 44932.
22 28.6 Request for Hearing
23 The employee must file a written request for hearing
24 within fifteen (15) calendar days of receipt of the Notice
25 of Dismissal or Suspension. Filing means receipt in the
26 County Superintendent of School's Office designated no
27 later than regular close of business on the last day of
28 filing period. Failure to file such request in a timely

1 manner shall be deemed a waiver of the right to a
2 hearing, and the proposed action shall be effective upon
3 action by the County Superintendent of Schools without
4 notice of hearing.

5 28.7 Conduct of Hearing

6 28.7.1 Whenever a hearing is requested as provided
7 above, the County Superintendent of Schools
8 shall decide, in his/ her discretion, whether to
9 conduct the hearing without the assistance of the
10 Office of Administrative Hearings, or to contact
11 the Office of Administrative Hearings for the
12 services of an administrative law
13 judge appointed by that office to conduct the
14 hearings.

15 28.7.2 The conduct of the hearing, whether presided
16 over by the County Superintendent of Schools or
17 by an administrative law judge, shall be in
18 accordance with the rules and procedures set
19 forth in the Administrative Procedure Act
20 (Government Code sections 11500 and
21 following).

22 28.7.3 Non-substantive procedural errors committed by
23 the Tulare County Office of Education, the
24 hearing officer, or the County Superintendent of
25 Schools shall not affect the decision unless the
26 errors are prejudicial.

27 28.8 Decisions of the County Superintendent of Schools

28 The decision of the County Superintendent of Schools

1 (i.e., in cases in which the County Superintendent of
2 Schools presided over the hearing) shall be in writing
3 and shall state findings of fact and determinations of the
4 issues.

5 28.9 Decisions of the Administrative Law Judge

6 If an administrative law judge presides over the hearing,
7 his/ her recommended decision shall be in writing and
8 shall state findings of fact and determinations of the
9 issues.

10 28.10 Review by the County Superintendent of Schools

11 The County Superintendent of Schools within ten (10)
12 days after receiving the recommended decision of the
13 Administrative Law Judge shall act upon that decision. If
14 the County Superintendent of Schools decides not to
15 approve an adverse decision or decides to modify a
16 decision, he/she must read the transcript of the
17 proceedings, review the exhibits, listen to arguments,
18 and state his/her reasons for disapproval or modification
19 of the decision of the Administrative Law Judge.

1 ARTICLE XXIX: MAINTENANCE OF BENEFITS

2 29.1 The Tulare County Office of Education shall not reduce
3 nor eliminate any substantial benefit previously enjoyed
4 by unit members which are enjoyed after date of
5 ratification of this Agreement.

6 29.2 "Substantial Benefit" as listed in 29.1 above, shall be de-
7 fined as any benefit with a quantifiable monetary value
8 which is at least equal to or greater than one percent
9 (1%) of the lowest salary on the current certificated
10 salary schedule.

11 29.3 In no case shall the Tulare County Office of Education be
12 held responsible for any real or perceived benefits which
13 may be or have been provided to unit members by any
14 agency utilizing the services of the Tulare County Office
15 of Education.

1 ARTICLE XXX: LIMITATIONS TO ENCROACHMENT ON
2 BARGAINING UNIT WORK

3 30.1 No supervisor or management employee of the Tulare
4 County Office of Education will perform bargaining unit
5 work during more than three-and-three quarters (3 3/4)
6 hours in any five (5) workday period, nor shall such
7 individual provide direct services to more than three (3)
8 students during said five (5) day period.

9 30.2 The total of all bargaining unit work performed by
10 management and/or supervisory employees of the Tulare
11 County Office of Education shall not exceed forty nine
12 (49%) percent of a full-time bargaining unit position
13 during any fiscal year of the Tulare County Office of
14 Education.

15 30.3 Upon request, the specific work schedules of
16 management employees performing bargaining unit work
17 shall be made available to the Association.

1 ARTICLE XXXI: PEER ASSISTANCE AND REVIEW PROGRAM

2 COMPONENTS

3 31.1 There shall be a Peer Assistance and Review (PAR)
4 Program, hereafter referred to as Program, for all
5 teachers. The PAR Program provides a mechanism
6 whereby exemplary teachers assist other teachers in the
7 areas of subject matter knowledge, teaching strategies,
8 teaching methods, and instruction. The Program shall
9 have three components:

10 31.1.1 Referred Permanent Teacher Peer Assistance
11 Program This component shall provide peer
12 assistance to permanent teachers who receive
13 an unsatisfactory evaluation in the area of
14 subject matter knowledge, teaching strategies,
15 teaching methods and/or instruction.

16 31.1.1.1 Teachers receiving an unsatisfactory
17 evaluation in the area of subject
18 matter knowledge, teaching
19 strategies, teaching methods and/or
20 instruction will be referred to the
21 PAR Program by the evaluator for
22 assistance under this Program.

23 31.1.1.2 Teachers eligible for the PAR
24 Program include the following
25 teachers with permanent status:
26 Teachers of the Severely
27 Handicapped, Resource Specialists,
28 Neverstreaming Teachers, Teachers

1 of the Visually Handicapped,
2 Teachers of the Deaf and Hard of
3 Hearing, Adaptive PE Specialists,
4 Speech and Language Specialists,
5 Court/Community School Teachers,
6 Services for Education and
7 Employment Teachers, Secondary
8 Teachers, Special Education -
9 Mild/Moderate Teachers, and Early
10 Childhood Special Education
11 Teachers.

12 31.1.2 Voluntary Teacher Peer Assistance Program
13 This component shall provide assistance to
14 teachers who volunteer for the Program.

15 31.1.2.1 Teachers desiring assistance in
16 improving their teaching practice
17 may apply to the Program for such
18 assistance on a confidential basis.
19 The PAR Panel shall have the
20 authority to accept or reject such
21 referrals.

22 31.1.2.2 If a teacher is accepted into the PAR
23 Program as a volunteer,
24 documentation will not be placed
25 into the personnel file only so long
26 as participation continues on a
27 voluntary basis.

28 31.1.3 Beginning Teacher Assistance Program This

1 component shall provide peer assistance to
2 teachers participating in Intern and Beginning
3 Teacher and Support (BTSA) programs, as well
4 as first and second year teachers. Participation
5 in the Program shall not create nor expand any
6 rights to retention or permanency as set forth in
7 Education Code Section 44929.21 pertaining to
8 probationary employees.

9 31.2 Peer Assistance and Review Panel

10 31.2.1 The Program shall be governed by the PAR
11 Panel composed of seven (7) members, a
12 majority of whom shall be certificated teachers
13 chosen by the Association. The remaining
14 members of the Panel shall be certificated
15 administrators selected to serve on the Panel by
16 the County Superintendent of Schools. A
17 quorum for Panel meetings shall be five of the
18 seven members. Decisions shall be made by
19 consensus when possible. Should a vote be
20 required, action must be taken on an affirmative
21 vote of a majority of the members present. No
22 action or recommendations shall be voted upon,
23 unless at least three association panel members
24 and two administrators are present.

25 31.2.2 Panel members will be selected by February 1st
26 of each year and serve staggered terms of two
27 years.

28 31.2.3 Qualifications for the teacher members of the

1 Panel shall be the same qualifications for a peer
2 coach.

3 31.2.4 If a member of the Panel leaves the Panel prior
4 to the completion of his or her term, the vacant
5 position shall be filled for the remainder of the
6 term in the same manner by which the departed
7 member was originally chosen or designated.

8 31.2.5 The PAR Panel shall be responsible for:

9 31.2.5.1 Establishing its own rules of
10 procedure;

11 31.2.5.2 Selecting its own chairperson;

12 31.2.5.3 Providing annual training for PAR
13 Panel members;

14 31.2.5.4 Establishing a procedure for
15 application and selection of peer
16 coaches;

17 31.2.5.5 Selecting and assigning peer
18 coaches;

19 31.2.5.6 Accepting referrals for permanent
20 teacher peer assistance from
21 evaluators;

22 31.2.5.7 Reviewing applications from
23 teachers who volunteer to
24 participate in the Program and
25 admitting such teachers based on
26 the availability of funding and peer
27 coaches;

28 31.2.5.8 Sending written notification of

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participation in the PAR Program to the participating teacher, peer coach, and the program manager, administrator, or designated evaluator;

31.2.5.9 Meeting at least four (4) times annually to review the work of the coaches with their caseloads. Generally the Panel shall meet within the Panel members' workday; however, work after 3:45 p.m. shall be compensated at an hourly rate of \$32.85 per hour;

31.2.5.10 Monitoring the work of peer coaches and their documentation;

31.2.5.11 Reviewing peer review reports prepared by peer coaches;

31.2.5.12 Monitoring the progress of referred permanent teacher peer assistance, and informing the County Superintendent of Schools of the names of referred permanent PAR participants who have not demonstrated "satisfactory improvement" after receiving sustained assistance from a peer coach. All reports pursuant to this provision shall be made to the

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County Superintendent of Schools not later than March 1st of the school year in which the PAR program was utilized to assist a teacher.

31.2.5.13 Annually evaluating the impact of the Program in order to improve its effectiveness. The Program evaluation shall be presented to the County Superintendent of Schools no later than June 1 of each school year.

31.1.5 A Panel member shall neither participate in discussion nor vote on any matter affecting a relative.

31.1.6 If an administrator on the PAR Panel refers a teacher he/she directly supervises to the Panel, the administrator shall no longer serve as a Panel member. The County Superintendent of Schools will appoint an administrator to serve for the duration of that member's term or until the teacher completes the Program, in which case the administrator may resume his/her service as a Panel member for the duration of his/her term.

31.3 Peer Coaches

31.3.1 The number of coaches shall be determined by the number of eligible participants in the PAR Program and funding available from the state for

1 the Program.

2 31.3.2 Coaches shall have staggered terms.

3 Approximately half of the coaches shall have

4 two-year terms and the remainder three-year

5 terms. After this start-up period, each coach

6 shall have a two-year term. Peer Coaches may

7 not serve more than two consecutive terms, but

8 may re-apply following at least a one-year break

9 in service.

10 31.3.2.1 All such terms are subject to annual

11 evaluation by the Panel. The

12 documentation of such evaluation shall

13 not be made a part of the coach's

14 personnel file, except upon the written

15 request of the individual coach.

16 31.3.2.2 All such terms are subject to annual

17 program needs.

18 31.3.3 The parties do not see this position as a part of

19 the career ladder of an individual who seeks to

20 be an administrator in the county office.

21 31.3.4 Coaches shall be selected by the PAR Panel,

22 and they are assigned by the Panel to assist

23 another teacher who is in need of development

24 of subject matter knowledge, teaching strategies,

25 teaching methods or instruction.

26 31.3.5 In order to be selected as a peer coach, a

27 teacher must possess the following requisite

28 minimum qualifications:

1 31.3.5.1 A credentialed teacher with

2 permanent status;

3 31.3.5.2 Three (3) years of recent classroom

4 teaching experience;

5 31.3.5.3 Demonstrated exemplary teaching

6 ability as provided by Education

7 Code Section 44501©) and reflected

8 in the applicant's performance

9 evaluations;

10 31.3.5.4 Effective leadership skills;

11 31.3.5.5 Extensive knowledge of subject

12 matter and mastery of a range of

13 teaching strategies including

14 classroom management and

15 instructional techniques;

16 31.3.5.6 Ability to work cooperatively and

17 effectively with other staff members;

18 31.3.5.7 Willing to participate in peer coach

19 training.

20 31.3.6 Peer coaches shall be selected in the following

21 manner:

22 31.3.6.1 Candidates must file an application

23 with the Panel.

24 31.3.6.2 Panel members may observe

25 candidates for peer coach

26 performing in their classrooms prior

27 to the selection. Observations will

28 be arranged with the site

1 administrator and the candidate.
2 31.3.6.3 Selection of a peer coach shall be
3 by majority vote of the Panel.
4 31.3.7 Coaches shall have responsibility for a maximum
5 of three (3) teachers.
6 31.3.8 The peer coach and participating teacher shall
7 prepare an Individual Assistance Plan which
8 outlines the assistance to be provided as well as
9 time lines.
10 31.3.9 Teachers who function as a Support Provider for
11 BTSA Participants or are assigned as a Peer
12 Coach for a teacher referred to the PAR
13 Program because of “unsatisfactory
14 performance” as defined in Section 31.4.2 shall
15 receive a stipend of \$2,000 per BTSA Participant
16 or Referred Teacher they coach; and teachers
17 who function as a Peer Coach for Intern teachers
18 or first year teachers shall receive a stipend of
19 \$1,000 per Intern or new teacher they coach.
20 31.3.10 PAR Panel members are not eligible to be peer
21 coaches while they serve as Panel members.
22 31.4 Referred Permanent Teacher Peer Assistance Program
23 31.4.1 The purpose of this Program is to provide
24 assistance and renew quality teaching and offer
25 remediation to permanent teachers whose
26 performance has been evaluated as
27 “unsatisfactory” in either subject matter
28 knowledge, teaching strategies, teaching

1 methods or instruction by evaluator. In addition,
2 it shall be the obligation of the Panel to report the
3 results of this intervention to the County
4 Superintendent of Schools.
5 31.4.2 This Program shall be limited to addressing
6 those areas of performance set forth in the
7 evaluation document listed as “unsatisfactory”
8 encompassed in the areas of subject matter
9 knowledge, teaching strategies, teaching
10 methods or instruction. A permanent teacher
11 who receives two "unsatisfactory" ratings or
12 three "needs improvement" ratings in any or all
13 of Standards 1- 5 on the Evaluation of Teaching
14 Performance Objectives and Standards of
15 Student Progress form shall be referred to the
16 PAR Program.
17 31.4.3 Assistance provided by the peer coach shall
18 focus on the specific areas recommended for
19 improvement by the participating teacher's
20 evaluator based upon the unsatisfactory rating or
21 ratings in the performance evaluation that
22 resulted in the referral to the PAR Program.
23 31.4.4 Assistance and remedial efforts and activities
24 shall be intense and multifaceted, and shall be
25 preceded by a conference in the spring of the
26 year when the teacher receives the
27 “unsatisfactory” evaluation. The conference
28 shall involve the teacher being referred, the

1 evaluator who evaluated the teacher, and coach,
2 to begin the development of an Individual
3 Assistance Plan. If the permanent teacher so
4 desires, the Association shall provide
5 representation in this meeting.

6 31.4.5 The assistance shall be provided by peer
7 coaches under this Article and shall be closely
8 monitored by the PAR Panel.

9 31.4.6 The course of assistance shall include one or
10 more of the following:

11 31.4.6.1 Multiple classroom observations by
12 the peer coach;

13 31.4.6.2 Assistance specific to the area of
14 subject matter knowledge, teaching
15 strategies, teaching methods or
16 instruction which has been
17 evaluated to be “unsatisfactory”, or
18 other areas deemed in need of
19 assistance by the peer coach during
20 the period of assistance;

21 31.4.6.3 Opportunities for the teacher
22 receiving assistance to observe
23 exemplary practice, either by the
24 peer coach or other exemplary
25 teachers;

26 31.4.6.4 Office-provided professional
27 development opportunities;

28 31.4.6.5 Conference attendance, often in the

1 company of the peer coach, to
2 facilitate reflection on how this
3 experience fits into the Individual
4 Assistance Plan;

5 31.4.6.6 Other forms of assistance which the
6 peer coach and the Panel may
7 provide; and

8 31.4.6.7 The parties understand that every
9 possible subject matter competency
10 may not be available within the
11 corps of coaches, and therefore, it
12 shall occasionally be necessary to
13 secure additional assistance to fully
14 address identified deficiencies. In
15 such cases, the peer coach shall
16 maintain prime responsibility for the
17 Individual Assistance Plan, but may
18 function more like a case carrier
19 who assures the availability of
20 appropriate resources.

21 31.4.7 Communication and consultation between the
22 evaluator, referred teacher and peer coach shall
23 be ongoing.

24 31.4.8 Nothing in this article precludes the evaluator or
25 administrative staff from doing observations and
26 evaluations nor from notifying the teacher
27 verbally and/or in writing regarding incidents or
28 events related to the teacher’s fulfillment of his or

1 her professional obligations.

2 31.4.9 At least three (3) written peer review reports will

3 be submitted to the Panel by the Peer Coach

4 periodically as set forth by the Panel prior to

5 February 15. The coach will share all written

6 and verbal evaluation reports during a

7 conference with the teacher, prior to submission

8 to the Panel. A copy of the written reports will be

9 provided to the evaluator.

10 31.4.10 The peer coach shall submit an oral and written

11 final report regarding the teacher's participation

12 in PAR to the Panel no later than February 15.

13 This report shall describe the measures of

14 assistance provided to the teacher and describe

15 the results of the assistance in the area or areas

16 recommended for improvement. The final report

17 shall become a part of the permanent teacher's

18 personnel file. The teacher shall have the

19 opportunity to attach his or her comments.

20 31.4.10.1 The teacher and evaluator may be

21 present for the coach's presentation

22 and will be given an opportunity to

23 respond to the report.

24 31.4.11 The Panel shall forward to the County

25 Superintendent of Schools the names of

26 participating teachers, who after sustained

27 assistance, are not able to demonstrate

28 satisfactory improvement.

1 31.4.12 The participating teacher will continue

2 participating in the PAR Program until the PAR

3 Panel determines the teacher no longer benefits

4 from participation in the PAR Program, or the

5 teacher receives a satisfactory evaluation, or the

6 teacher is separated from service with the Tulare

7 County Office of Education. The Tulare County

8 Office of Education has the sole authority to

9 determine whether the participating teacher has

10 been able to demonstrate satisfactory

11 performance.

12 31.5 Referred Permanent Teacher Due Process Rights

13 31.5.1 The permanent teacher shall be entitled to

14 review all reports generated by the peer coach

15 prior to their submission to the Panel and to have

16 affixed thereto his or her comments. To

17 effectuate this right, the peer coach shall provide

18 the permanent teacher being reviewed with

19 copies of such reports at least five (5) working

20 days prior to any such meeting.

21 31.5.2 The permanent teacher shall have a right to be

22 represented by the Association in any meetings

23 of the Panel to which they are called, and shall

24 be given a reasonable opportunity to present his

25 or her point of view concerning any report being

26 made.

27 31.5.3 The permanent teacher shall have the right to

28 timely progress reports.

1 31.5.4 The permanent teacher shall have the right to
2 present reasons why a specific peer coach
3 should be replaced and another coach
4 substituted and to have those reasons
5 considered.
6 31.5.5 A teacher shall not have access to the grievance
7 process to challenge the content of reports, or
8 decisions by the Panel, but may file responses,
9 which shall become part of the official record of
10 the intervention.
11 31.5.6 This Program in no manner diminishes the legal
12 rights of bargaining unit members.
13 31.6 Voluntary Teacher Peer Assistance Program
14 31.6.1 A teacher may volunteer for the peer assistance
15 program. The PAR Panel will determine whether
16 the teacher may participate in the program. All
17 participants referred to the PAR Program based
18 on an unsatisfactory evaluation will be served
19 prior to accepting any voluntary participants.
20 31.6.2 The coach and teacher will meet to determine
21 the volunteer teacher's needs and jointly develop
22 an Individual Assistance Plan. This plan will
23 draw from the course of assistance that is
24 available through the PAR Program enumerated
25 in 31.4.6 and include time lines.
26 31.6.3 Coaches will provide oral and written feedback
27 documentation to the volunteer teacher.
28 Communication between a voluntary participant

1 and his or her coach concerning participation in
2 the Program shall remain confidential.
3 31.6.4 Documentation will not be placed in the
4 personnel file only so long as participation
5 continues to be on a voluntary basis.
6 31.6.5 The volunteer teacher may terminate his or her
7 participation in the Program at any time.
8 31.7 Beginning Teacher Assistance Program
9 31.7.1 Beginning Teachers may participate in the PAR
10 Program with the approval of the PAR Panel. All
11 participants referred to the PAR Program based
12 on an unsatisfactory evaluation will be served
13 prior to accepting any beginning teacher
14 participants.
15 31.7.2 The coach and teacher will meet to determine
16 the beginning teacher's needs and jointly
17 develop an Individual Assistance Plan. This plan
18 will draw from the course of assistance that is
19 available through the PAR Program enumerated
20 in 31.4.6 and include time lines.
21 31.7.3 Coaches will provide oral and written feedback
22 documentation to the beginning teacher.
23 Communication between a beginning teacher
24 and his or her coach concerning participation in
25 the Program shall remain confidential.
26 31.7.4 Documentation will not be placed in the
27 personnel file.
28 31.8 Miscellaneous Provisions

1 31.8.1 Expenditures for the Program shall not exceed
2 revenues received from the state for the PAR
3 Program.
4 31.8.2 Funds shall be set aside to allow for release
5 days and/or conferences as developmental tools
6 for teachers and peer coaches assigned to the
7 Program.
8 31.8.3 It is the intent of the Tulare County Office of
9 Education and Association that this Article
10 remain in effect for as long as specific state
11 funding for the California Peer Assistance and
12 Review Program for Teachers is received by the
13 Tulare County Office of Education. If state
14 funding for the PAR Program is eliminated, this
15 Article shall expire and have no force or effect
16 without the need for further action by either the
17 Tulare County Office of Education or the
18 Association. The Tulare County Office of
19 Education shall notify the Association in writing
20 that the PAR Program has been eliminated.
21 31.8.4 The Tulare County Office of Education and
22 Association agree that this Article shall be
23 reopened if either the Education Code section
24 44500 et. seq. or the State's implementation
25 guidelines or regulations are modified in any
26 manner that adversely impacts a term of the
27 Article. The parties further agree that this Article
28 may be reopened at any time by mutual

1 agreement.
2 31.9 Superintendent Review of Recommendations by Panel
3 Nothing herein shall preclude the County Superintendent
4 of Schools from examining information which he/she is
5 entitled by law to review in connection with the evaluation
6 of and/or decision to retain in employment, probationary
7 or temporary certificated employees.
8 31.10 Retention of Education Code Rights Nothing herein shall
9 modify or in any manner affect the rights of the County
10 Superintendent of Schools/Tulare County Office of
11 Education or teacher under provisions of the Education
12 Code relating to employment, classification, retention or
13 non-reelection of certificated staff.
14 31.10.1 Nothing herein shall modify or affect the County
15 Superintendent of School's right to issue notices
16 of unsatisfactory performance and/or
17 unprofessional conduct pursuant to Education
18 Code Section 44938.
19 31.11 Hold Harmless The Tulare County Office of Education
20 shall hold harmless the members of the PAR Panel and
21 the peer coaches for any liability arising out of their
22 participation in this Program as provided by Education
23 Code Section 44503©). All legal costs for the above will
24 be borne by the Tulare County Office of Education.
25 31.12 Confidentiality All proceedings and materials related to
26 the administration of this program shall be strictly
27 confidential. Therefore, Panel members and coaches
28 may disclose such information only as necessary to

1 administer the Program.
2 31.13 Records Documents and writings relating to an
3 employee's participation in the PAR program are
4 regarded as personnel matters and shall be subject to
5 the personnel record exemption of the Public Records
6 Act (Government Code section 6250 et. seq.).
7 31.14 Non-Management/Supervisory Status Functions
8 performed by teacher Panel members and/or peer
9 coaches pursuant to the Program shall not constitute
10 either management or supervisory functions as defined
11 by subdivisions (g) and (m) of Section 3540.1 of the
12 Government Code.
13 31.15 Association Representation A participating teacher has
14 the right to be represented throughout these procedures
15 by the Association representative of his or her choice.
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1 ARTICLE XXXII: ORGANIZATIONAL RIGHTS AND
2 RESPONSIBILITIES
3 32.1 Organizational Security
4 32.1.1 It is the mutual intention of the parties that the
5 provisions of this Article protect the right of
6 individual employees without restricting the
7 Association's right to require every bargaining
8 unit employee, except those exempt from these
9 provisions, to pay a fair share of the cost of
10 collective bargaining activities.
11 32.1.2 Except as expressly exempted herein, all
12 employees in the bargaining unit who do not
13 maintain membership in good standing in the
14 Association are required, as a condition of
15 continued employment, to pay service fees to
16 the Association, in amounts that do not exceed
17 the periodic dues of the Association, for the
18 duration of this agreement.
19 32.1.3 No employee shall be obligated to pay dues or
20 service fees to the Association until the first of
21 the month following thirty (30) calendar days
22 after the employee first comes into the
23 bargaining unit.
24 32.1.4 Any employee who is a member of a religious
25 body whose traditional tenets or teachings
26 include objections to joining or paying service
27 fees to employee organizations shall not be
28 required to join, maintain membership in, or pay

1 service fees to the Association, as a condition of
2 employment. However, such employee shall be
3 required, in lieu of a service fee required by this
4 agreement, to pay sums equal to such service
5 fees to one of the following non-religious
6 organizations exempt from taxation under
7 Section 501(c)(3) of Title 26 of the Internal
8 Revenue Code:

- 9 United Way
- 10 Two Together for Life
- 11 Tulare County Office of Education
- 12 Foundation

13 32.1.5 Any employee claiming this religious exemption
14 must file a written request for exemption with
15 CTA. Forms for this purpose may be obtained
16 from the Association. If the request is granted,
17 the employee shall, as a condition of continued
18 exemption from the requirement of paying
19 service fees to the Association, furnish the
20 Association with copies of receipts from the
21 charity selected, as proof that such payments
22 have been made, or shall authorize payroll
23 deduction of such payments. No in-kind services
24 may be received for payments, nor may the
25 payment be in a form other than money, such as
26 the donation of used items. Such proof shall be
27 presented on or before the due date for cash
28 dues/fees for each year.

1 32.1.6 Any certificated employee represented by the
2 bargaining unit making payments as set forth in
3 sections above, and who requests that the
4 grievance provisions of this Agreement be used
5 in his or her behalf, shall be responsible for
6 paying the reasonable cost of using said
7 grievance procedures.

8 32.2 Dues and Service Fee Deductions

9 32.2.1 The Association has the sole and exclusive right
10 to have employee organization membership
11 dues and service fees deducted by the Office for
12 employees in the bargaining unit.

13 32.2.2 The Office shall deduct, in accordance with the
14 Association dues and service fee schedule,
15 dues, service fees or payments to charity in lieu
16 of service fees from the wages of all employees
17 who are represented by the Association. The
18 Association will provide the Office with a dues
19 and service fee schedule.

20 32.2.3 The Office shall, without charge, pay to the
21 Association according to the established payroll
22 schedules, the deduction of all sums so
23 deducted, except that the Office shall pay to the
24 designated charity sums deducted in lieu of
25 service fees from the wages of employees
26 whose requests for religious exemption pursuant
27 to this Agreement have been approved by the
28 Association. Charity deductions shall be made

1 through authorized payroll deductions. A list of
2 unit members and service fee payers and the
3 amount deducted through payroll deduction will
4 be sent to CTA monthly.

5 32.2.4 Nothing contained herein shall prohibit an
6 employee from paying service fees directly to the
7 Association.

8 32.2.5 The Office shall notify the Association chapter
9 treasurer if any member of the bargaining unit
10 revokes a dues, service fee or payment in lieu of
11 service fee deduction authorization.

12 32.2.6 CTA shall indemnify, defend and hold the Office
13 harmless from any and all claims, suits, or any
14 other action, including attorneys' fees, arising
15 from the implementation of or duties created by
16 this Article.

17 32.2.7 An alphabetized list of unit members
18 categorizing them as membership or service fee
19 payers and indicating any changes in personnel
20 from the list previously furnished, will be
21 forwarded to the President of the Association by
22 the Tulare County Office of Education in October
23 and February.

1 ARTICLE XXXIII: DURATION AND REOPENERS

2 The term of the Agreement shall expire on June 30, 2012. Each
3 party may open salary, fringe benefits, and up to two other
4 articles for the 2011-2012 school year. The Office and
5 Association reserve the right to meet and negotiate at any time
6 during the school year on contract issues that may arise during
7 the term of this contract.

TULARE COUNTY OFFICE OF EDUCATION
 CERTIFICATED SALARY SCHEDULE
 School Year 2011-2012

Experience	Class I	Class II	Class III	Class IV	Class V	Class VI
1	45574	48132	50711	53310	55930	58575
2	47665	50236	52823	55429	58060	60716
3	49759	52343	54937	57551	60193	62855
4	51855	54436	57047	59681	62333	65001
5	53945	56540	59162	61799	64461	67146
6	56045	58645	61276	63927	66591	69289
7	58130	60750	63387	66046	68727	71428
8	60229	62852	65500	68168	70859	73568
9	60229	64954	67613	70295	72992	75716
10	60229	67056	69719	72413	75128	77856
11	60229	67056	71839	74535	77255	80000
12	60229	67056	73949	76661	79390	82145
17					80390	83145
22					81390	84145
27					82390	85145
32					83390	86145

- Class I Bachelors Degree
- Class II Bachelors Degree plus 15 upper div. sem. units.
- Class III Bachelors Degree plus 30 upper div. sem. units.
- Class IV Bachelors Degree plus 45 upper div. sem. units or Masters Degree
- Class V Bachelors Degree plus 60 upper div. or grad. sem. units or Masters Degree plus 15 upper div. or grad. units
- Class VI Bachelors Degree plus 75 upper div. or grad sem. units or Masters Degree plus 30 upper div. or grad. sem. units after receiving degree

1. A maximum of ten years outside credit may be granted.
2. The normal assignment for certificated employees subject to this schedule will be 185 duty days (or 1,387.5 duty hours in a year-around program) for salary computation.
3. Fifteen (15) continuing education units (CEU's) will equal to one (1) upper division semester unit.
4. Teachers who have been on Step 12, Class V or VI for four years shall receive a \$1,000 longevity increase at the beginning of their 17th year and at the beginning of each 5th year of consecutive service thereafter.
5. Only one step down for service allowed per year.
6. Degree plus means units after degree.
7. Transcripts for newly acquired units which may affect salary classification should be received in Human Resources no later than August 10th. If transcripts are not available, Human Resources will need a statement from the college or university indicating the course, grade and number of units by August 10th. Supporting transcripts are then to be forwarded to Human Resources and received no later than October 10th.
8. Effective July 1, 2003, newly hired certificated employees who do not possess a preliminary or clear credential shall remain in Class I on the salary schedule until they obtain a credential. A certificated employee who is issued a preliminary credential will be placed on the step and class on the salary schedule pursuant to his/her experience and degree/units earned on the first day of the following month after the credential is issued.

Effective August 1, 2008, a Special Education teacher who is in a CTC-approved Intern Program, whose Intern Program Director certifies in writing that the Intern has met all the requirements for a preliminary credential, may be placed in the step and class on the salary schedule pursuant to his/her experience and degree/units earned. The Intern will be placed on the salary schedule on the first day of the following month after notification by the Intern Program Director that the Intern has met all the requirements for a preliminary credential.
9. An employee's daily rate of pay for Super Class Teachers is defined as the annual salary earned by a 185-day employee at the teacher's placement on the certificated salary schedule, plus the teacher's earned annual longevity divided by 185 days, divided by 7.5 hours per day. This is the hourly rate of pay that will be paid for any time sheet work and for any extended school year work for Super Class Teachers.

Adopted September 8, 2011.

