

This **AGREEMENT**
Is made and entered into
by and between

**TULARE COUNTY
OFFICE of EDUCATION**

and

**TULARE COUNTY
OFFICE OF EDUCATION
TEACHERS' ASSOCIATION
CTA/NEA**

July 1, 2016-June 30, 2017

2015-2018

Updated July 1, 2016
Updated July 1, 2017

Table of Contents

ARTICLE I: RECOGNITION	2
ARTICLE II: EMPLOYEE RIGHTS	2
ARTICLE III: OFFICE OF EDUCATION RIGHTS.....	3
ARTICLE IV: NON-DISCRIMINATION	3
ARTICLE V: NEGOTIATION PROCEDURES	3
ARTICLE VI: ASSOCIATION RIGHTS	4
ARTICLE VII: PERSONAL AND ACADEMIC FREEDOM	5
ARTICLE VIII: GRIEVANCE PROCEDURE	5
ARTICLE IX: DEDUCTION OF DUES AND FEES	7
ARTICLE X: EMPLOYEE EVALUATIONS	7
ARTICLE XI: SCHOOL CALENDAR	11
ARTICLE XII: EMPLOYEE ORIENTATION AND IN-SERVICE	11
ARTICLE XIII: TEACHING HOURS.....	12
ARTICLE XIV: TEACHING CONDITIONS.....	14
ARTICLE XV: EMPLOYEE SAFETY	15
ARTICLE XVI: CLASS SIZE	16
ARTICLE XVII: TRANSFERS	17
ARTICLE XVIII: EXTENDED YEAR PROGRAM	19
ARTICLE XIX: PHYSICAL EXAM.....	20
ARTICLE XX: LEAVES.....	20
20.1 Sick Leave.....	20
20.2 Transfer of Sick Leave (Ed. Code 44979)	21
20.3 Emergencies, Bereavement Leave (Ed. Code 44985)	21
20.4 Personal Necessity Leave (Ed. Code 44981).....	21
20.5 Accidents.....	22
20.6 Industrial Accident and Illness Leave (Ed. Code 44984)	22
20.7 General Emergency Leave.....	22
20.8 Jury Duty Leave	22
20.9 Sabbatical Leave (Ed. Code 44966-44973)	23
20.10 Association Leave	23
20.11 Personal Business Leave	23
20.12 Unpaid Personal Leave	23
20.13 Family Medical Leave.....	24
20.14 Catastrophic Leave	25
ARTICLE XXI: SALARIES	26
ARTICLE XXII: EMPLOYEE BENEFITS	26
ARTICLE XXIII: EMPLOYEE TRAVEL	29
ARTICLE XXIV: LAYOFF	29
ARTICLE XXV: EFFECT OF AGREEMENT.....	30
ARTICLE XXVI: MISCELLANEOUS.....	30
ARTICLE XXVII: SAVINGS CLAUSE	31
ARTICLE XXVIII: PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION DURING THE SCHOOL YEAR.....	31
ARTICLE XXIX: MAINTENANCE OF BENEFITS.....	32
ARTICLE XXX: LIMITATIONS TO ENCROACHMENT ON BARGAINING UNIT WORK	33
ARTICLE XXXI: ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES	33
ARTICLE XXXII: DURATION AND REOPENERS.....	34
Appendix A	35

ARTICLE I: RECOGNITION

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

- Adaptive PE Specialists
- Certificated School Nurses
- Counselors
- Counselors - High School
- Early Childhood Special Education Teachers
- Intervention Resource Teacher
- Lead Teachers - SCICON
- Lead Community School Teacher
- Lead Teacher - Bright Start Parent Infant Program
- Orientation/Mobility Specialists
- Reconnecting Youth & CAST Facilitators/Teachers
- School Nurses - Special Assignment
- Secondary Teachers
- Special Education Teachers - Mild/Moderate
- Speech/Language Specialists
- Teachers Court/Community School
- Teachers - Services for Education and Employment
- Teachers of the Severely Handicapped
- Teachers of the Visually Impaired
- Teachers of the Deaf and Hard of Hearing
- Vocational Education Teachers (Career Technical Education)

The above excludes all management, supervisory, confidential, temporary employees, substitutes, and summer school teachers not employed by the Tulare County Office of Education during the prior regular school year.

ARTICLE II: EMPLOYEE RIGHTS

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

ARTICLE III: OFFICE OF EDUCATION RIGHTS

- 3.1 The County Superintendent of Schools retains solely and exclusively, all rights, powers, and authority exercised or had by him/her prior to the execution of this Agreement except as expressly limited by a specific provision of this Agreement. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the County Superintendent of Schools and not abridged herein include, but are not limited to the following: to manage and direct its operations and its personnel; to determine the overall goals, objectives, and educational philosophy of its programs and operations; to insure the rights and the educational opportunities of its students; to subcontract; to discontinue work for economic or operational reasons; to increase or decrease the work force and determine the number and kinds of employees and facilities needed; to hire, assign, evaluate, transfer, promote, suspend, and terminate its personnel; to determine its curriculum; to determine, develop, and implement its budget and the procedures therefore, to determine the means, personnel and places of providing services; and to take any action on any matter in the event of an emergency.
- 3.2 Nothing in this Article shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights and powers vested in the County Superintendent of Schools to adopt, amend, or rescind such policies, rules and regulations not expressly stated in this Agreement, as the County Superintendent of Schools, in his/her discretion, shall deem necessary; or any other powers vested in the County Superintendent of Schools by the California Education Code, or by other laws regulating, authorizing or empowering the Superintendent to act or refrain from acting.

ARTICLE IV: NON-DISCRIMINATION

Neither the Tulare County Office of Education nor the Association shall unlawfully discriminate against a member of the unit. The office will comply with Board Policy 4030, Non-discrimination in Employment.

ARTICLE V: NEGOTIATION PROCEDURES

- 5.1 The Tulare County Office of Education and Association shall meet and negotiate in good faith on negotiable items not later than October 1 of the year the Agreement terminates. Any agreement reached between the parties should be typed and signed by the Tulare County Office of Education and the Association.
- 5.2 Negotiations shall take place at mutually agreeable times and places providing that a meeting shall be held within five (5) working days from receipt of a written request from either party.
- 5.3 The Association shall designate five (5) representatives who shall each receive a maximum of forty (40) hours during the employees' normal workdays, without loss of compensation, to attend negotiation sessions, unless there is mutual agreement to additional hours. The Tulare County Office of Education agrees that time shall begin at the adoption of the County Superintendent of Schools' proposal and continue through the regular closing of the school year.
- 5.4 The Tulare County Office of Education will provide the Association, upon request, one (1) copy of the budget for the ensuing school year as soon as it becomes available, and other documents requested that are non-confidential.
- 5.5 By December 1, a scatter gram will be presented to the President of the Association with the placement of personnel on the respective salary schedules.

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

ARTICLE VI: ASSOCIATION RIGHTS

- 6.1 It is the policy of the County Superintendent of Schools that employee organizations shall have the right of access to employees at reasonable times. The term "reasonable times" as used herein means employee rest periods, meal periods, and any time before or after an employee's work day when such an employee is present at his or her work area or site but is not expected to be performing services on behalf of the Tulare County Office of Education.
- 6.2 Representatives of employee organizations may contact employees in any lounge facility, meeting room, office, or classroom at reasonable times. The Association shall not contact any employee when he/she is expected to be performing duties on behalf of the Tulare County Office of Education.
- 6.3 Representatives of employee organizations shall have the right to utilize County school facilities for the conduct of meetings with Service Fund employees. Requests to utilize such facilities shall be made upon forms to be prescribed by the County Superintendent of Schools, and shall be subject to prior request for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Any employee organization desiring such use of such facilities shall file with the County Superintendent of Schools the certification required by California Education Code, Section 40057. Meetings conducted in such facilities shall in no way conflict with the public school purposes of the Tulare County Office of Education.
- 6.4 To assure the safety and security of students, any representative of an employee organization who wishes to enter a school campus during hours in which students are present shall notify the principal's office of his/her identity and his/her status as the representative of an employee organization. Appropriate identification and credentials may be required in instances when management at the campus level does not know or have reason to know of the individual's identity or affiliation.
- 6.5 Employee organizations shall have the right to utilize a designated portion of bulletin boards normally used by the central office for communication with its employees. One (1) copy of all materials to be posted shall be provided, at the time of posting, to the County Superintendent of Schools or site administrator at the facility in which such posting is to take place. The employee organization and its representatives shall be responsible for the maintenance of Association materials posted on designated bulletin boards, and for the prompt removal of any out-of-date materials. Unsuitable materials may be removed. In the event unsuitable material has been posted, the Tulare County Office of Education may remove such material provided that the Association, no later than one working day after the removal, is given notice of such removal. Materials posted by the Association shall indicate the date of posting and that they are Association materials.
- 6.6 Existing mailbox facilities may be utilized by employee organizations for communications with members or with other employees of the County School Service Fund. Copies of all materials to be deposited in employee mailboxes shall be provided to the site secretary, who shall be responsible for the depositing of such materials before the end of the teachers' normal workday. The Association shall be allowed to use the Office e-mail for the communication of general information items to bargaining unit members.

- 6.7 **Equipment** - The Association representatives will be granted, upon request and when not otherwise in use, the reasonable use of computers and printers for reproducing material to be used for Association communications.
- 6.8 **Reimbursement** - The Association will reimburse the Tulare County Office of Education for any school materials or supplies used and will pay a rental charge, if applicable, for use of any equipment which is leased or rented by the Tulare County Office of Education. The Association shall pay for any custodial costs incurred for meetings that they might call if custodial services are provided beyond the custodian's normal workday.
- 6.9 **Board of Education Agenda** - The Association President shall receive one (1) copy of the official Agenda at least seventy-two (72) hours prior to each regularly scheduled County Board of Education meeting. The Association President shall receive one (1) copy of the approved minutes at the same time they are made available to the County Board of Education members.
- 6.10 The Association may request that items be placed on regular County Board of Education meeting Agendas in accordance with rules governing the conduct of the meeting.
- 6.11 Those items appearing on the Agenda that are of interest to the Association will be discussed by appropriate members of the Tulare County Office of Education with representatives of the Association upon request.
- 6.12 Nothing in this Article shall be construed to provide release time for any employee in connection with any of the rights enumerated in this Article.
- 6.13 The Association may inform employees at the first orientation meeting as to the time and place of the next Association meeting and also may set up information tables with literature regarding items of the Association.

ARTICLE VII: PERSONAL AND ACADEMIC FREEDOM

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

ARTICLE VIII: GRIEVANCE PROCEDURE

- 8.1 **Definition** A Grievance is any complaint, misunderstanding or dispute as to the interpretation or application of this Agreement which has adversely affected the employee(s). The Association may grieve any article on behalf of its members. The interpretation or application of Tulare County Office of Education policies, rules, and regulations shall be expressly excluded from the definition of a Grievance under this Article.
- 8.2 **Procedures**
- 8.2.1 A grievance shall be processed in accordance with the procedures set forth below.
- 8.2.2 Informal
- Step 1. The grievant shall present his/her grievance orally to his/her immediate supervisor in an attempt to resolve the matter in an informal manner within ten (10) working days of the occurrence giving rise to the grievance. If the grievant is not satisfied with the results of the informal meeting, he/she may notify the supervisor of his/her intent to proceed to Step 2.

8.2.3 Formal

Step 2. The grievance shall be presented in writing to the employee's Program Manager within five (5) working days of the informal conference described in Step 1. The Program Manager shall reply in writing within five (5) working days thereafter.

Step 3. If the grievant is not satisfied with the reply at Step 2, the grievance shall, within five (5) working days of such reply, be presented in writing to the designated Assistant Superintendent. The Assistant Superintendent shall reply in five (5) working days thereafter. In those instances where the Program Manager reports directly to the County Superintendent of Schools, Step 3 is waived and the grievant may proceed to Step 4 in the process.

Step 4. If the grievant is not satisfied with the reply at Step 3, the written grievance may, within five (5) working days thereafter, be presented to the County Superintendent of Schools for consideration. The County Superintendent of Schools shall reply in writing within five (5) working days of having received the appeal.

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

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

8.3 **Rights of Members of Bargaining Unit to Representation**

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

8.3.2 A member of the bargaining unit may be represented at all stages of the grievance procedure by himself/ herself or, at his/her option, by a representative selected by the Association. If a grievant is not represented by the Association or its representative, the Association shall be notified of the grievance and provided a copy of the statement of grievance and shall have the right to be present at any formal hearing or discussion on the matter. An additional copy of the written response to the grievance, at all stages of the grievance procedure, will be provided to the grievant who may make such copy available to the Association or its representative.

8.4 **Miscellaneous**

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

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

- 8.4.3 Time limits for appeals or responses provided at each level shall begin the day following receipt of the written grievance decision or appeals by the respective parties.
- 8.4.4 All preparation and filing by the grievant shall be conducted during the non-teaching time of the employee, and no release time shall be provided.
- 8.4.5 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 8.4.6 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and necessary documents will be prepared by the County Superintendent of Schools with the advice of the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The cost of preparing such forms shall be borne by the Tulare County Office of Education.

ARTICLE IX: DEDUCTION OF DUES AND FEES

- 9.1 The Tulare County Office of Education will deduct from the monthly paycheck of each employee the dues of the Association as authorized in writing by the employee on the Tulare County Office of Education form. Such deduction will be submitted to CTA, Burlingame.
- 9.2 Any unit member who is a member of the Tulare County Office of Education Teachers' Association, CTA/NEA, or who has applied for membership, may sign and deliver to the Tulare County Office of Education an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the Tulare County Office of Education shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for the months of September through June. Deductions for unit members who sign such authorizations after the commencement of the year shall be appropriately prorated to complete payments by the end of the school year.
- 9.3 The window period for withdrawing from CTA/NEA shall be between June 1 and June 30 each calendar year.

ARTICLE X: EMPLOYEE EVALUATIONS

- 10.1 **Evaluation Procedure**
 - 10.1.1 Every probationary certificated employee shall be evaluated in writing by his/her supervisor at least once every year. Every probationary employee serving in a categorical program for two or more years will be evaluated in writing by his/her supervisor when appropriate, at least once every other year.
 - 10.1.2 Every permanent certificated employee shall be evaluated in writing by his/her supervisor at least once every other year.

- 10.1.2.1 An employee with permanent status, who has been employed with the Office for ten (10) years, who meets the federal definition of highly qualified, as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding the standard (a rating of 1 in all areas of Section A., Professional Standards, and Section B., Professionalism on the evaluation form), shall, with the mutual consent of his/her supervisor be evaluated every three (3) years. A supervisor or employee may withdraw his/her consent at any time. Should the evaluator withdraw his/her consent, notice and identifiable cause shall be provided to the employee in a timely manner. Should an employee have a change in supervisors, the new supervisor will be required to evaluate the employee to determine whether the supervisor will consent to extend the evaluation period.
- 10.1.3 By October 1, evaluation elements shall be determined by the supervisor and the employees. Any disagreement over the elements shall be resolved by the designated Assistant Superintendent.
- 10.1.4 During the course of the evaluation period, circumstances may arise which require modification of the evaluation elements. The necessity for modification of the evaluation elements shall be determined by the employee being evaluated and by the supervisor. The determination of new evaluation elements shall be arrived at in accordance with subparagraph 10.1.3 of this Article with the waiver of time limitations.
- 10.1.5 Each evaluation shall be based upon at least one (1) observation, lasting either forty-five (45) minutes or one (1) full period, whichever is longer. This provision does not preclude the inclusion of other materials or information relevant to an employee's performance in the evaluation as set forth in this Article.
- 10.1.6 Such observation(s) for evaluation purposes shall normally be arranged by the supervisor and the certificated employee at least two (2) days in advance of the observation. The supervisor and employee will meet within ten work days following the observation for an evaluation conference. The supervisor and employee may agree to extend this timeline.
- 10.1.7 Any employee who receives an unsatisfactory rating shall, upon request, be entitled to a subsequent observation as prescribed in subparagraph 10.1.5 of this Article.
- 10.1.8 The certificated employee's supervisor shall provide assistance toward helping the employee correct any cited deficiencies. Such action will include specific written recommendations for improvement, and may include direct assistance in implementing such recommendations, and adequate release time for the certificated employee to visit and observe other similar classes in other schools.
- 10.1.9 Employees shall not be required to participate in the evaluation and/or observation of other certificated employees nor shall they be required to assess their own performance.
- 10.1.10 Should an employee choose to assess his or her own performance, such employee shall be notified before revealing the substance of such self-assessment that the matters contained therein may adversely affect his or her job security, and that such employee is not required to reveal such self-assessment. Development by an employee of goals and objectives shall not be considered "self-assessment" as referred to in this paragraph.

10.1.11 The supervisor shall not base the evaluation of an employee on any information which was not collected through the direct observation of such employee. Unsubstantiated hearsay statements shall be excluded from the formal written evaluation conducted pursuant to Education Code Section 44660 and following. Substantiated hearsay statements having any adverse bearing on an employee's evaluation shall be provided in writing to the employee within two (2) working days after receipt by the supervisor.

10.1.12 The grievance procedure may be utilized for processing any disputes which arise over evaluation procedures, not the supervisor's judgement.

10.2 **Personnel Files**

10.2.1 Information and/or materials that are not related to or do not provide direct evidence concerning an employee's employment status or his/her performance of his/her duties as an employee of the Tulare County Office of Education shall not be placed in the employee's personnel file except by mutual agreement between the Tulare County Office of Education and the employee.

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

10.2.3 An employee's personnel file is open for inspection by the employee except for ratings, reports or records which (1) were obtained prior to the employment of the employee, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with promotional examination.

10.2.4 Employees shall be provided copies of any negative materials before they are placed in their personnel files. They shall also be given compensated release time during non-instructional hours to initial and date material and to prepare a written response to such material. The written response shall be attached to the material. In the event the employee's assigned work site for that day does not permit the employee sufficient time for round-trip travel to the Human Resources Office plus one (1) additional hour during non-instructional time within the work day, the Tulare County Office of Education will provide release time during instructional hours.

10.2.5 Upon written authorization by the employee, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.

10.2.6 The person or persons who draft and/or place material in an employee's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.

10.2.7 The Human Resources Office shall keep within each individual personnel file a formal log of access indicating the persons who have requested to examine a personnel file as well as the dates such requests were made. Such log shall be available for examination by the employee or his/her Association representative, if so authorized by the employee.

- 10.2.8 Access to personnel files shall be limited to the members of the Tulare County Office of Education administration on a need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence except as otherwise required or permitted by law.
- 10.2.9 Material in the employee's personnel file which the employee deems inaccurate or irrelevant may be removed by the County Superintendent of Schools if requested in writing by the employee. If the request is denied, the employee may then write a rebuttal which will be attached to the material in question and placed in the file.
- 10.2.10 The employee's official personnel file shall be maintained by the Tulare County Office of Education at its central office. Except for observation notes leading up to the rendering of an evaluation, files kept by an employee's supervisor shall not contain material that has not also been placed in the employee's official personnel file.
- 10.2.11 Employee evaluation and material derogatory on its face shall not be placed within a computer system without establishing a safeguard to prevent unauthorized access.

10.3 **Public Charges**

- 10.3.1 A copy of any written complaint from a citizen or school official about an employee shall be forwarded within two (2) working days to the employee by the Tulare County Office of Education. Said complaint shall not be entered into the employee's official personnel file until and unless the following steps have been completed:
- 10.3.1.1 Should the immediate supervisor believe that the allegations in the complaint are sufficiently serious to warrant a meeting of all the parties, the immediate supervisor shall schedule a meeting between the complainant, the employee and him/herself. The employee shall have the right to have an Association Representative at the meeting.
- 10.3.1.2 If the matter is not resolved at the meeting, resulting in the complete withdrawal of the complaint, the employee shall be given compensated release time during non-instructional hours for the purpose of initialing and dating the written complaint and preparing a written response to such complaint.
- In the event the employee's assigned work site for that day does not permit the employee sufficient time for round-trip travel to the County Superintendent of School's Office plus one (1) additional hour during non-instructional time within the work day, the Tulare County Office of Education will provide release time during instructional hours.
- 10.3.2 The County Superintendent of Schools shall not dismiss or refuse to re-employ an employee on the basis of allegations in a citizen or parent complaint without following the appropriate procedures of the Education Code.
- 10.3.3 In order for a public complaint to be processed, the Office must be in possession of:
- 10.3.3.1 a written complaint
- 10.3.3.2 a deposition, or
- 10.3.3.3 a written report, submitted by a management employee, which contains the name(s) and the address(es) of the person(s) making the charge.

ARTICLE XI: SCHOOL CALENDAR

- 11.1 The employee's work year for the regular school term shall be 185 days commencing with the first day of general program orientation. The employee's work year shall include a preparation day at the beginning of the year and a preparation day at the close of the year. The Association shall be consulted regarding agenda items for the general orientation days. If an employee is directed and assigned additional days by his/her supervisor, he/she shall receive an additional 1/185th of his/ her regular contract salary for each additional day worked.
- Each county employee shall follow a county program calendar unless mutually agreed upon by an individual employee and his/ her immediate supervisor. That calendar shall be sent to each employee by July 15 and to the respective school districts prior to the beginning of their school year.
- 11.2 Effective July 1, 2014, Early Childhood Special Education Teachers will work a 100% calendar for 185 days, seven and one-half (7½) hours per day. Calendars for the next school year will be provided by March 1. Each county employee will follow a county program calendar unless mutually agreed upon by an individual employee, his immediate supervisor and the Assistant Superintendent. That calendar shall be sent to each employee prior to the beginning of the school year.
- 11.3 Special Education Super Class Schedule. Teachers selected to work in Special Education Super Classes for severely handicapped students will work 8.5 hours per day, 192 days per year. Teachers will teach 180 days. The employee's work year will include a preparation day at the beginning of the year and a preparation day at the close of the year. Ten (10) additional days will be spent reviewing student records, making parent contacts, planning lessons, training instructional assistants, establishing community contacts, planning vocational education and transition programs, and participating in department-provided staff development.

ARTICLE XII: EMPLOYEE ORIENTATION AND IN-SERVICE

- 12.1 Each employee new in a position shall receive orientation and be informed by the Human Resources Office and supervisor of his/her rights, responsibilities, and duties as an employee of the Tulare County Superintendent of Schools. Each employee will be given, in writing, pertinent information explaining new County procedures and benefits.
- 12.2 Each employee new in a position will receive a written job description which will outline the duties and responsibilities for that position. Each employee will receive a copy of the current salary schedule, a description of benefits available, and a copy of any agreed-upon changes in this Agreement.
- 12.3 Each supervisor, by October 1, will request in writing the in-service needs of the employees relating to their areas of specialization. The results of the needs assessment will be compiled and then discussed with the employees in the various programs to plan in-service programs based on the needs assessment survey. The information will then be communicated to the designated Assistant Superintendent.
- If the need for college courses is expressed in the needs assessment, the program coordinator will assist those interested by attempting to have such courses made available.
- 12.4 Education retreats which are held overnight or on non-working days shall be on a voluntary basis.

- 12.5 Throughout the school year employees may request to attend professional conferences, normally not to exceed a total of three (3) conference days for the year. Out-of-County travel forms must be submitted in triplicate to their supervisors, who will forward them to the designated Assistant Superintendent two (2) weeks prior to departure. A verified copy will be returned to the employee if attendance to the conference has been approved. Current per-diem allowance for conference expenses shall be provided for approved conferences. The Tulare County Office of Education shall prepay the conference if the employee requests prepayment at least seven (7) working days prior to the end of the prepayment period. A copy of the conference program will be attached to the Out-of-County travel form.
- 12.6 The Conference and Travel Expense (Private Car) form is to be submitted in triplicate to the designated Assistant Superintendent by the 10th of the month following that in which expense and travel were incurred. The registration receipt and a copy of the Out-of-County Travel form must be attached. Conference reimbursement will be in accordance with policy of the County Superintendent of Schools.
- 12.7 Each employee may request two (2) days to visit other classrooms or programs of the type in which the employee is assigned. Upon request, the employee shall be given written reasons for any denial.

ARTICLE XIII: TEACHING HOURS

- 13.1 The normal length of the employee workday, including a thirty consecutive minute duty-free lunch period and two duty-free ten-minute relief periods, shall be seven and one half hours.
- For teachers in Special Education Super Classes, the normal length of the employee workday, including a thirty consecutive minute duty-free lunch period and two duty-free ten-minute relief periods, shall be eight and one half hours.
- The Tulare County Office of Education will make a good-faith effort to provide each classroom teacher with a minimum of thirty (30) duty-free consecutive minutes of preparation time daily.
- 13.2 The employee's regular workday may include certain non-teaching activities for which, unless specifically provided for, there is no additional compensation. The employee shall attend home visitations, P.T.A., open house, parent conferences, parent advisory meetings, SST or IEP meetings, and field trips requested by the parent, the teacher, or the supervisor beyond the workday at reasonable times and places as agreed to by all parties. A maximum of four (4) minimum days, one each quarter, for the purpose of writing IEPs, and/or conducting IEP conferences, and/or teacher conferences/teacher preparation will be scheduled through the immediate supervisor. This section does not apply to Migrant Resource Coordinators.
- 13.2.1 Certificated personnel with prior authorization on overnight assignments shall receive, upon request, a stipend of \$100.00 per night. This shall include but not be limited to Scicon, Migrant College Study Trips, and field trips as assigned.
- 13.2.2 Teachers on a high school campus, with prior authorization, who volunteer to supervise students at the Disneyland Grad Night, shall receive, upon request, a stipend of \$200.00.
- 13.2.3 Migrant Resource Coordinators shall have the ability to flex their 7.5 hour workday schedule in order to meet assigned responsibilities. In the event of a split schedule, time and mileage will be calculated from the last site worked. Necessary schedule changes shall be communicated to and approved by the supervisor.

- 13.2.4 Teachers may be assigned to bus duty as a part of their regular 7.5 hour workday. If a teacher is required to remain on bus duty more than ten minutes beyond their 7.5 hour workday, they shall receive reimbursement at an hourly rate of pay, subject to approval by the employee's supervisor and appropriate Assistant Superintendent. In the case of the extended school year, if a teacher is required to remain on bus duty beyond their 4.5 hour workday, they shall receive reimbursement at an hourly rate of pay, subject to approval by the employee's supervisor and appropriate Assistant Superintendent. The hourly rate of pay shall be \$38.81 based on Class 1, Step 1 of the salary schedule, to be adjusted annually per negotiated agreement. Time sheets must be submitted for reimbursement.
- 13.3 Any duties which are assigned outside the regular working day and are not listed in 13.2 for which the employees do not volunteer, shall be compensated at the hourly rate of pay to be adjusted annually as noted in 13.2.4 and shall be performed after consultation at times and places agreed to by both parties. Such duties shall be performed only after authorization has been signed by the employee and his/her supervisor with approval of the designated Assistant Superintendent. This authorization shall be submitted for compensation.
- 13.4 Employees shall attend staff meetings as called by the supervisor during the regular workday or for a period not to exceed sixty (60) minutes beyond the regular school day per month. The sixty minutes of meeting time that may be used by the supervisor beyond the normal working day shall not be accruable from month to month. The immediate supervisor who calls staff meetings shall provide employees with an agenda for the meeting at least one (1) day before such meeting is held, except in emergency situations, and shall also permit employees to place items relating to the proper program or duties on the agenda.
- 13.5 Itinerant employees shall not be required to attend assigned school faculty meetings unless specifically requested by the administrator for particular agenda items that are pertinent to the itinerant employee's program.
- 13.6 Minimum days shall be established by the Tulare County Office of Education or district administrator. The time provided for minimum days shall be used for school preparation and planning. This preparation and planning will be completed at the work site scheduled and/or in another facility provided by the Tulare County Office of Education for this purpose.
- 13.7 Minimum days for students shall be set on the school calendar for the last workday prior to Winter and Spring vacations.
- 13.8 The minimum instructional minutes per year will meet the following standards:
- | | |
|--------------|---|
| Kindergarten | - 36,000 Instructional Minutes Per Year |
| 1 - 3 | - 50,400 Instructional Minutes Per Year |
| 4 - 8 | - 54,000 Instructional Minutes Per Year |
| 9 - 12 | - 64,800 Instructional Minutes Per Year |
- 13.9 The County Superintendent of Schools may, in appropriate cases, permit certificated employees to participate in a job-sharing arrangement. Job-sharing is defined herein as the sharing of the duties, rights, and benefits of one full-time position by two employees of the Tulare County Office of Education who have the necessary aptitude, training and experience.

Employees who wish to participate in job-sharing may make written requests to do so to the head of the

division.

The County Superintendent of Schools will evaluate each job-sharing request, taking into consideration such factors, including, but not limited to, qualifications and service record of the employee suitability for the position requested, length of service with the office, reasons for making the request, other job-sharing requests for the position, and the overall needs of the Tulare County Office of Education. The County Superintendent of Schools will approve or disapprove the request. If requests for job-sharing are approved, participating employees must be willing to submit written resignations to the Tulare County Office of Education reducing their employment status from full-time to part-time. Such resignations shall constitute relinquishment on the part of the employees of all rights, benefits and privileges, including tenure rights, for that portion of the positions resigned. Employment thereafter will be in part-time status and reflected in the employees' annual employment contracts. Thereafter, the employees will be given first consideration for reinstatement to full-time employment status with the consent of the County Superintendent of Schools. Employees participating in job-sharing shall share, on a prorated basis, health, dental and vision insurance coverage and any other fringe benefits which would have been provided by the Tulare County Office of Education to a full-time employee in the position being shared. The Tulare County Office of Education shall pay a prorated share of the cost of health, dental and vision insurance coverage, in the same ratio that the employee's part-time employment bears to a full-time position, if the employees elect to pay the difference in the cost of such benefits. Employees participating in job-sharing who are employed for less than five school days a week shall receive, for a school year of service, that portion of the ten-day statutory sick leave allotment as the number of days they are employed per week bears to five school days. A one-year step increment will be granted every two years for those in job-sharing positions.

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

ARTICLE XIV: TEACHING CONDITIONS

- 14.1 The Tulare County Office of Education agrees to make an effort to place at the disposal of every employee, sufficient typing, duplicating, laminating, and tape reproduction. Secretarial assistance will be available to assist employees in the preparation of instructional materials.
- 14.2 A process will be developed relating to the requesting of instructional supplies whereby dollars will be allocated on a program need.
- 14.3 An effort will be made to provide work space containing sufficient chalkboard and storage space for employees. Teachers will be involved in setting educational specifications to be incorporated into plans for construction. The County Superintendent of Schools will make a good-faith effort to provide proper ventilation, temperature control, lighting, a sink, and hot/cold running water in leased or rented facilities when programmatically indicated and economically feasible. A survey of teaching conditions will be sent to each employee on or around October 15. Work space shall be reviewed annually, not later than November 15, by the supervisor, employee and site administration. Such work space shall be reserved for the exclusive use of the itinerant employee when on site during regularly scheduled assignments.
- 14.4 The Tulare County Office of Education will make an effort to provide water and drainage for Satellite

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

ARTICLE XV: EMPLOYEE SAFETY

- 15.1 The Tulare County Office of Education shall provide a safe work environment for its employees.
- 15.2 If physical conditions, due to mechanical or building failures or other emergencies create an unsuitable environment for the employee(s), the employee who observes such a condition in the work facility shall have the duty to immediately notify the supervisor of the conditions and the grounds upon which it is alleged to be unsafe or unsuitable.
- 15.3 Any employee who observes an ongoing condition in the work facility that he/she feels is unsafe or is creating an unsuitable learning environment shall have the duty to immediately advise the Tulare County Office of Education management in writing of the conditions and the grounds upon which it is alleged to be unsafe or unsuitable. Management will respond in writing within five (5) working days, citing corrective actions to be taken.
- 15.4 Written review of the rights and duties of certificated employees regarding student discipline and suspension shall be presented at teacher orientation and in-service each year. Teachers and supervisors shall communicate regularly and as needed regarding student behavior that is disruptive, assaultive or destructive.
- 15.5 Action plans will be developed and signed by all parties to maintain order, ensure staff/student safety and conformity to county policy, California Education Code, and county legal opinions regarding student discipline and suspension.
Employees shall immediately report cases of assault suffered by them by pupils in connection with their employment to their immediate supervisor. The supervisor will have the responsibility to contact the police when appropriate.
- 15.5.1 The employee will not be disciplined for using the amount of physical control reasonably necessary for his/her personal protection.
- 15.5.2 When an employee feels his/her safety is potentially endangered by a student, he/she shall so inform his/her immediate supervisor. The immediate supervisor shall arrange a conference as soon as possible. The conference with the unit member may include the parent and/or the appropriate specialist.
- 15.5.3 In the event of a lawsuit against an employee acting within the course and scope of employment, the County Office shall provide protection from liability and shall provide legal defense to employee pursuant to Division 3.6 (commencing with section 810) of Title I of Government Code, including Government Code 825.
- 15.5.4 The County Office shall notify the teacher of a record of conduct from the previous school year demonstrating that a student has caused, or attempted to cause, serious bodily injury. Any information received by the employee shall be confidential and shall not be further disseminated by the employee.
- 15.6 The Tulare County Office of Education shall maintain adequate liability insurance for each employee per occurrence.
- 15.7 Medically fragile children that are enrolled shall be under the direct or indirect on-site supervision of a qualified

certificated nurse for their condition and on-going treatment. The Specialized Health Care Manual shall be presented to all certificated staff assigned to programs containing medically fragile children.

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

- program administrator
- teacher by mutual agreement
- teacher in an emergency situation

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

15.7.2 Specialized procedures shall be evaluated yearly by a joint committee consisting of two current classroom teachers and two certificated nurses selected by the Association, and four administrators.

15.7.3 Any agreement by an employee to administer an emergency anti-seizure medication is voluntary, and an employee of county office of education, shall not directly or indirectly use or attempt to use his or her authority or influence for the purpose of intimidating, threatening, coercing, or attempting to intimidate, threaten, or coerce any staff member who does not choose to volunteer, including, but not limited to, direct contact with the employee or threat of transfer. Any employee who volunteers pursuant to this section may rescind his or her offer to administer an emergency anti-seizure medication with a two-week notice, or until a new individual health plan or Section 504 plan has been developed for an affected pupil, whichever is less.

ARTICLE XVI: CLASS SIZE

The class size for each class operated by the Tulare County Office of Education shall be determined annually by Tulare County Office of Education management and State Department of Education policy after consultation with the Association. Such consultation shall take place as needed during the semester. The meeting shall be called by the Assistant Superintendent in charge of the division.

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

Every effort shall be made to work collaboratively to establish classes that take into consideration class sizes and caseloads, including handicapping conditions, that will maximize student achievement, enhance program quality and keep all students and unit members safe.

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

- Elementary Classes: 10 students
- K-8 Elementary Classes: 13 students
- Middle School Classes: 13 students

- High School Classes: 15 students
- Classes for 18-22 year old students: 16 students
- Center based Classes: 10 students

If it becomes necessary to add additional students to a class which will exceed the class size, the teacher will be paid a stipend of \$200 per pupil, per month that the enrollment exceeds the class size. Stipends will only be paid from August through May. A teacher on a formal leave of absence will not receive the stipend for the month. The stipend will be paid within the following month's regular payroll. The teacher will also have the option of requesting additional help in the classroom.

In the event a unit member determines that the class size or caseload is negatively impacting the educational process or classroom safety, the following will occur:

- Upon written notification by the affected unit member to their immediate supervisor, discussion will take place between the unit member and supervisor within five (5) working days.
- If a mutually agreeable solution cannot be reached by the unit member and their immediate supervisor, the unit member may request to meet with the assistant superintendent of Special Services.

Preschool Special Education Super Classes shall maintain a minimum of (20) students per day. Enrollment in the Morning (A.M.) and Afternoon (P.M.) Classes will be combined to determine if the minimum of (20) students per day standard is met. In the event that a designated Preschool Special Education Super Class falls below the required number of students for a period of two months, the Association will be contacted to discuss the reduction of hours in the workday and length of the school year of the Preschool Special Education Super Class teacher. In the event that a Preschool Special Education Super Class goes to twenty (20) or above for a period of two (2) months, the Association will be contacted to discuss an increase of hours in the workday and length of the school year for eligibility as a Preschool Special Education Super Class.

The Office will consult with the Association when filling a vacant Super Class teacher position.

The maximum class size for the Preschool Special Education program will be as follows:

- Preschool (A.M. & P.M. combined) Classes: 18 students

If it becomes necessary to add additional students to a class which will exceed the class size, the teacher will be paid a stipend of \$200 per pupil, per month that the enrollment exceeds the class size. Stipends will only be paid from August through May. A teacher on a formal leave of absence will not receive the stipend for the month. The stipend will be paid within the following month's regular payroll. The teacher will also have the option of requesting additional help in the classroom.

ARTICLE XVII: TRANSFERS

17.1 **Definition** Transfer shall be defined as a change in site or program.

17.2 Transfers may be voluntary or involuntary.

17.3 If a school district assumes control of a county-operated program, the teacher(s) presently in that assignment

shall, if requested by the district, have first refusal option to continue with the transferred program and become a district employee. If refused by the teacher(s), the least senior credentialed employee shall be employed by the district.

17.4 **Voluntary Transfers**

- 17.4.1 Members of the bargaining unit may initiate their own transfers by submitting an In-House Application to Human Resources.
- 17.4.2 Application for transfer may be submitted at any time during the Tulare County Office of Education's regular office hours.
- 17.4.3 After receiving a request, the designated Assistant Superintendent, the supervisor of the program involved, the employee affected by the transfer request, and the lead teacher, when appropriate, will meet to discuss the request.
- 17.4.4 A transfer application may be submitted in response to a particular opening that has been announced in Tulare County Office of Education, or simply for purposes of receiving consideration for vacancies as they occur.
- 17.4.5 The administration shall post all certificated vacancies as soon as they come to the attention of the Tulare County Office of Education. Such notice shall be posted in all employee lounges at County-operated sites, and the Tulare County Office of Education's reception area and itinerant mail area for at least six (6) working days prior to a closing date for applications, which shall be specified on the notice of the vacancy. Notices shall include the position description, grade level or subject matter assignment, and credential requirement.
- 17.4.6 Unselected applicants may request written explanation from the designated Assistant Superintendent.
- 17.4.7 Current employees who have applied and are qualified for a vacant position shall be considered for the position prior to the employment of anyone outside the Tulare County Office of Education.
- 17.4.8 No position shall be filled until after the closing date for application specified on the notice of the vacancy.

17.5 **Involuntary Transfer**

- 17.5.1 "Involuntary Transfer" is defined as a transfer made without the consent of the employee.
- 17.5.2 No vacancy shall be filled by an involuntary transfer if there is an acceptable volunteer available.
- 17.5.3 Upon request by the employee, a meeting between the employee, supervisor, and the designated Assistant Superintendent will be held before a new assignment is made, at which time the employee will be notified in writing as to the reasons for the proposed transfer.
- 17.5.4 All involuntary transfers shall be for good and sufficient reasons based on education needs of the Tulare County Office of Education.
- 17.5.5 When considering the filling of an existing vacancy through an involuntary transfer, the following criteria will be used in selecting the individual to fill the position:
 - 17.5.5.1 Experience and recent training of the staff member in comparison to others available for the position to be filled.
 - 17.5.5.2 Special and personal qualifications of the staff member in comparison to those possessed by others available for the position to be filled.
 - 17.5.5.3 If the above factors are, for all intents, equal between two or more potential transferees,

the member of the bargaining unit with the least Tulare County Office of Education-wide seniority who is properly credentialed shall be selected.

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

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

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

17.6 The Tulare County Office of Education shall give each member of the bargaining unit notice of his/her tentative assignment by May 1. The assignment held by a member of the bargaining unit as of July 15 shall not be changed either prior to or during the following school year, except as required by unforeseen circumstances.

17.7 **Reassignment**

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

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

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

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

ARTICLE XVIII: EXTENDED YEAR PROGRAM

18.1 Applications for the Extended Year Program will be processed through the Human Resources Division. Extended year and summer school program personnel's salary shall be based on total assigned on-site working hours. It shall bear the same ratio as hours assigned would bear to the seven and one-half (7 ½) hours work day. This salary shall be based upon the current-year contract for the year in which the extended year and summer school program began. An extended year and summer school employee shall be entitled to the difference in pay between the substitute's and his/her regular daily salary when ill. Extended year and summer program lead teachers shall be paid an additional ten percent (10%).

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

18.3 Current employees will be given first consideration for extended year employment within each individual

program area, before vacancies are filled from outside the program. Factors that can be used to determine suitability for employment in an extended year assignment is all of the following, but not limited to: attendance during the past school year, performance evaluation, current improvement plans, experience with the student population to be served, rotation amongst other staff with an interest in serving in an extended school year assignment.

ARTICLE XIX: PHYSICAL EXAM

- 19.1 At least once every four (4) years, each employee shall undergo an examination for tuberculosis and must be certified, as a condition of continuing employment, to be free of such disease. Such examination shall be provided for by the Tulare County Office of Education.
- 19.2 The Tulare County Office of Education may require, in its discretion, that any employee undergo a physical or mental examination as a condition of initial or continuing employment. Such examination required as a condition of continuing employment shall be at the expense of the Tulare County Office of Education. Any employee of the Tulare County Office of Education who is required to submit to a physical or mental examination shall have the right to be represented at the time of the examination by a physician or psychiatrist of his or her choice and the report of the employee's physician or psychiatrist shall be filed with the County Superintendent of Schools at the request of the employee. The employee shall, upon request, and before action by the County Superintendent of Schools, be furnished with a complete copy of all reports made by the physician or psychiatrist appointed by the County Superintendent of Schools. When physical or mental examinations are required by the Tulare County Office of Education, one (1) copy of the results shall be sent to the Tulare County Superintendent of Schools.

Results of physical and mental examinations shall be kept in a sealed envelope within the employee's personnel file. Any copies of examinations shall be returned to their respective files.

ARTICLE XX: LEAVES

20.1 Sick Leave

- 20.1.1 Sick leave utilization shall be for an employee's own physical and mental disability absences which are medically necessary and caused by illness, injury, maternity disability, or quarantine.
- 20.1.2 Unused sick leave shall accrue from school year to school year. Any employee who does not complete a given year of service shall be charged for any unearned sick leave used as of the date of termination.
- 20.1.3 At the beginning of each school year, every member of the bargaining unit shall receive a sick leave allotment credit equal to his/her sick leave entitlement for the school year. A member of the bargaining unit may use his/her credited sick leave at any time during the school year.
- 20.1.4 The Tulare County Office of Education reserves the right to require a member of the bargaining unit to provide a statement by a physician verifying the cause of absence.
- 20.1.5 The Tulare County Office of Education shall provide each member of the bargaining unit with a written statement of one (1) his/her accrued sick leave total and two (2) his/her sick leave entitlement for the school year. Such statement shall be provided with the salary warrants each month of each school year.
- 20.1.6 When a member of the bargaining unit is absent from his/her duties on account of his/her own illness

or accident for a period of five (5) months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed during the period of such absence. The five (5) months or less period during which the above deduction occurs shall begin after the current ten (10) day sick leave provisions and all accumulated sick leave have been exhausted. Members of the bargaining unit shall be granted one five (5) month period per illness or accident. However, if a school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year.

20.1.7 When a member of the bargaining unit has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five (5) month period provided pursuant to Section 20.1.6, and the employee is not medically able to resume the duties of his/her position, the employee shall be placed on a re-employment list for a period of twenty-four (24) months if the employee is on probationary status, or for a period of thirty-nine (39) months, if the employee is on permanent status. The twenty-four (24) or thirty-nine (39) month period shall commence at the expiration of the five (5) month period provided, pursuant to Education Code Section 44977.

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

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

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

Every certificated employee is entitled to leave of absence not to exceed three (3) days, or five (5) days if travel in excess of 200 miles one way is required, because of death of any member of his/her immediate family. No deduction shall be made from the employee's salary nor will this absence be deducted from his/her sick leave. Members of the immediate family, as defined in this Section, means the mother, father, stepmother, stepfather, grandmother, grandfather, or a grandchild of the employee, or of the spouse or the domestic partner of the employee, the spouse or the domestic partner of the employee, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother, stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the employee or domestic partner, or any relative or foster child living in the immediate household of the employee.

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

20.4 **Personal Necessity Leave (Ed. Code 44981)**

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be

expected to be disregarded, which necessitates immediate attention and cannot be dealt with during off-duty hours.

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

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

Requirements An employee may use not more than seven (7) days per year of accumulated sick leave for purposes of approved Personal Necessity Leave.

When prior approval is not required, the employee shall make every reasonable effort to comply with Tulare County Office of Education procedures designed to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

20.4.1 Discretionary Personal Necessity Leave: Subject to a prior approval as described above, two (2) days of sick leave may be used for any reason at the discretion of the unit member except for any concerted work stoppage. The unit member shall not be required to give a reason for this day of leave.

20.5 **Accidents**

All job-related injuries must be reported by employees to the Human Resources Office within twenty-four (24) hours.

20.6 **Industrial Accident and Illness Leave (Ed. Code 44984)**

Industrial accident and illness leave shall be granted to all employees at the rate of sixty (60) working days in any fiscal year for the same accident. Such leave shall not be accumulated from year to year. Industrial accident or illness leave is to be used in lieu of regular sick leave and will commence on the first day of absence. Payment for wages lost, when added to any award granted under Workers' Compensation Laws, shall not exceed the normal wage for the day. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation. When an industrial accident or illness overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused sick leave due him for the same illness or injury.

20.7 **General Emergency Leave**

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

20.8 **Jury Duty Leave**

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

20.8.2 A member of the bargaining unit shall be granted paid leave when requested to appear for jury duty in

a manner provided by law.

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

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

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

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

20.10 **Association Leave**

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

20.11 **Personal Business Leave**

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

20.12 **Unpaid Personal Leave**

20.12.1 An employee may request a personal leave of absence for reasons not enumerated elsewhere in this Agreement.

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

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

20.12.4 An employee shall not accept gainful employment while on personal leave of absence without prior written approval of the County Superintendent of Schools.

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

20.12.6 The employee shall be reinstated to the position classification held prior to the leave of absence or to

a position for which the employee is certified.

20.12.7 If the personal leave of absence was granted for health reasons, the employee shall be required to submit, prior to return to active duty, a medical statement indicating an ability to assume assigned duties without restriction or detriment to the employee's physical or emotional well-being. 20.

20.13 **Family Medical Leave**

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

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

20.13.2 Family medical leave shall be available for the following purposes:

- a) Birth of the employee's child;
- b) Placement of a child with the employee for adoption or foster care;
- c) Care for the employee's or domestic partner's child, spouse or domestic partner, or parent with a serious health condition;
- d) The employee's own serious health condition that keeps the employee from performing his or her job function.
- e) Military exigency;
- f) Military care giver leave.

20.13.3 Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

20.13.4 An employee will be required to provide medical certification whenever a serious health condition of the employee or his or her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.

20.13.6 Where advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of the leave.

20.13.7 An employee taking family medical leave will continue to participate in the Tulare County Office of

Education provided health plan under the same terms and conditions including any necessary co-payments, which applied prior to the first day of the employee's leave. A less than full time employee is required to continue to make premium payments to maintain his or her health benefits during the leave period. If the employee fails to return from the leave for any reason other than the recurrence or continuance of a serious health condition, the employee will be liable to the Office for premiums paid for maintaining the employee's health coverage. An employee may, at his or her expense, participate in all other employee benefit plans offered by the employer during the leave.

20.13.8 An employee may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.

20.13.9 An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

20.14 **Catastrophic Leave**

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

20.14.1 **Definitions**

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

- a. that is expected to incapacitate the receiving employee for an extended period of time beyond the employee's paid leave entitlement, or
- b. that incapacitates a member of the receiving employee's immediate family, which incapacity requires the employee to take unpaid time off from work for an extended period of time to care for that family member, and
- c. which would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off.
- d. Absences due to a work-related illness or injury shall not qualify for use of catastrophic leave.

"Immediate family" means the spouse or domestic partner, child, step-child, or foster child of the employee or domestic partner, parent or grandparent of the employee, or any other person living in the receiving employee's household.

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

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

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

20.14.2.3 Donated sick leave or vacation shall be converted for utilization on an hour for hour basis meaning the recipient shall be paid at his/her regular rate of pay.

20.14.2.4 The Tulare County Office of Education will credit the receiving employee's sick leave

account with one day of sick leave from each donating employee in the order in which the donation is received by the Tulare County Office of Education, and will repeat the process until the receiving employee has received the maximum amount of sick leave credit that he/she needs or may accrue under 20.14.3. If, through the initial process of deducting one day of sick leave credit from each donating employee, the receiving employee does not receive sufficient sick leave credit, the Tulare County Office of Education shall repeat the process by crediting the receiving employee's account with additional sick leave credits from those employees who wish to donate more than one day of sick leave credit.

- 20.14.2.5 Employees may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.
- 20.14.3 The maximum days allowed to be utilized by one employee shall not exceed their normal annual work year.
- 20.14.4 Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.
- 20.14.5 To utilize this benefit, an employee or the Tulare County Office of Education or CTA may submit a request to the County Superintendent of Schools to "call for donations."
- 20.14.6 The County Superintendent of Schools will grant approval of a catastrophic leave request to an employee if the employee's or their family member's illness or injury conforms to the definition of catastrophic illness or injury set forth in this section and the individual's condition is verified by a physician's written statement.
- 20.14.7 If catastrophic leave has been approved for an employee to care for a family member, all accrued paid leave benefits must be exhausted as personal necessity leave, prior to use of catastrophic leave.
- 20.14.8 Any employee returning from catastrophic leave will be reinstated to their former position.
- 20.14.9 An employee on catastrophic leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from his/her physician before he/she will be reinstated to employment.

ARTICLE XXI: SALARIES

- 21.1 Salary schedule will be increased by four percent (4.0%) in all categories effective July 1, 2017. Salary schedule and salary classifications covered by this Agreement are set forth in Appendix A.
The hourly rate in Articles 13.2.4 of Class I, Step 1, on the revised salary schedule is \$40.36.
- 21.2 The payroll period shall be monthly, beginning with the first month of the school year, and salary payments will normally be made on the last teaching day of each month during the payroll period. The Tulare County Office of Education may require all employees to receive their monthly payroll compensation by automatic deposit to a financial institution. The Office will provide three months advance notice prior to implementing the automatic deposit provision.
- 21.3 Lead Teachers shall be paid a stipend of 10%.

- 21.3.1 Lead Teachers will be selected yearly. Teachers interested in being a lead teacher must submit a

letter of interest to the Program Manager no later than May 1 each year. Lead Teachers will be selected and placed at sites based on school and program needs. The Tulare County Office of Education will give each Lead Teacher his/her tentative assignment no later than June 1.

- 21.4 Eleven-month employees may choose to be paid over a 12-month period through a salary deferral plan. There will be twelve monthly payments beginning the last work day in August and ending the last work day of July following the end of the fiscal year. The July payment will be based on a monthly summer pay deferral of 1/12th of an employee's normal gross monthly payment for August through June. The employee will receive this deferral the last work day of July. If participation in the summer pay process begins after the August payroll, a correspondingly smaller payment will be received for July.

ARTICLE XXII: EMPLOYEE BENEFITS

- 22.1 Employees eligible for health benefits shall be covered by SISC III, PBC 100B-0 Plan, with Mental Health Coverage through the Anthem Blue Cross Employee Assistance Program (EAP), with a contribution by the Tulare County Office of Education not to exceed \$2,077.14 per month for ten (10) months per certificated employee for the 2017-2018 school year to provide the health insurance package, including health, dental, vision, and prescriptions, under the Tulare County Office of Education's existing plans or such equivalent plans as the Tulare County Office of Education may select, for any full-time employee who elects such coverage. Coverage will be SISC III, PBC 100B-0 Plan, with Mental Health Coverage through the Anthem Blue Cross Employee Assistance Program (EAP) affecting certificated employees, to continue at the same level until the expiration of this contract, or, upon mutual agreement between the Association and the County Superintendent of Schools, the contract may be revised at any time during the contract period to consider changes in the benefits in order to reduce employee contributions toward any premium in excess of the maximum amount to be paid by the employee.
- 22.1.1 A certificated employee hired at an 80% contract or higher shall have premiums paid by the Office for their insurance. A certificated employee hired at less than an 80% contract, but at least a 50% contract, will pay his/her proportionate amount toward the health benefit package if they choose to enroll.
- 22.2.2 Anyone hired at less than a 50% contract may voluntarily enroll in SISC's 2 Tier Anchor Bronze Health Plan. The Bronze Health Plan does not include dental or vision benefits. During the designated open enrollment periods, the employee may elect to enroll in the "Employee Only" tier or the "Employee+Child(ren)" tier. Spouses are not eligible for enrollment in the Bronze Health Plan. Employees choosing to enroll in the 2-Tiere Anchor Bronze Health Plan shall not be entitled to receive any Office contribution towards the health plan.
- 22.2.3 Any employee hired prior to 1985-86 at less than 100%, but more than 50%, receiving full benefits will continue to receive said benefits.
- 22.2 Payment of premiums for the insurance benefits provided by this Article shall, to the extent permitted by the insurance plans, be the sole and complete responsibility of the individual employee when such employee is on an approved, unpaid leave of absence. However, the employee shall be covered for a period of 30 days from the date the unpaid leave begins.
- 22.3 Employees on unpaid leaves of absence approved by the County Superintendent of Schools shall have

the option to continue the insurance coverage for the duration of the leave with minimum payments to be paid by the employee to the Tulare County Office of Education on designated dates defined by the Tulare County Office of Education.

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

22.5 Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such employee shall be entitled to continued paid coverage under the health, dental, life and vision care plans until October 1 of the ensuing school year unless he/she is eligible for any other group health insurance through subsequent employment or under a spouse's or domestic partner's group insurance. Benefits provided under 22.2 shall not be available to the terminating employee beyond the date of termination.

Benefits provided domestic partners became available October 1, 2004.

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

22.7 The Tulare County Office of Education agrees to contribute up to the sum of \$2,077.14 per month for ten (10) months for the 2017-2018 school year for the provision of a health insurance package including health, dental, vision, and prescriptions to any eligible retiree who was hired prior to July 1, 2006, and his/her spouse upon the employee's retirement at age fifty-five (55) with fifteen (15) years of service as a certificated employee in the Tulare County Office of Education or with twenty (20) years of service as a certificated employee in the public school system in California. The benefits shall continue to be paid by the Office until the retiree reaches the age of eligibility for Medicare or until the death of the retiree, whichever comes first. An employee may retire at age sixty (60) with fifteen (15) years of service as a certificated employee in the Tulare County Office of Education or with twenty (20) years of service as a certificated employee in the public school system in California and the benefits shall continue to be paid by the Tulare County Office of Education until the retiree reaches the age of seventy (70) or until the death of the retiree, whichever comes first. Employees who were hired after July 1, 2006, will be eligible for the retiree health insurance package if they retire at age sixty (60) with twenty (20) years of service as a certificated employee of the Tulare County Office of Education.

For employees hired after July 1, 2008, years of service with this Office, for this provision, will include any fiscal year in which the Office paid any portion of the employee's health benefit costs. The benefits shall continue to be paid by the Tulare County Office of Education until the retiree reaches the age of eligibility for Medicare or until the death of the retiree, whichever comes first. Retirees and surviving spouses or domestic partners may continue in the plan, at their own expense. To be eligible for retirement benefits, an employee must be participating in the health insurance plan at the time of retirement.

Retirees who are eligible for health insurance coverage shall be covered under the plan available to the current employees. Retirees and covered eligible dependents are required by our health plan to enroll in Medicare, Parts A and B when they reach the age of eligibility, as Medicare becomes the primary insurance for the retiree. Retirees and covered eligible dependents who fail to enroll in Medicare will be required to pay a surcharge billed by the Insurance Company to TCOE for failure to enroll in Medicare, Parts A and B.

- 22.8 A term life insurance policy in the amount of \$50,000 shall be provided to each employee within the unit. This benefit is not available to retirees mentioned in 22.7.
- 22.9 Tulare County Office of Education shall make available to employees an employee-paid disability plan.
- 2.10 Changes to employee health benefits become effective on October 1st of each school year.

ARTICLE XXIII: EMPLOYEE TRAVEL

- 23.1 Schedules of employees who are assigned to more than one (1) school shall be arranged so that no employee shall be required, without his/her consent, to engage in inter-school travel of more than thirty-five (35) miles between sites per day. Such employees shall be notified of any changes in their schedules at least ten (10) working days prior to the proposed changes.
- 23.2 Mileage for private car use will be paid in accordance with the mileage schedule and regulations approved by the County Superintendent of Schools and conforming to the rate per mile as approved by the Internal Revenue Service (IRS).
- 23.3 Itinerant employees are defined as those who are assigned to work in more than one district. Employees who work in two districts with a common administration or two districts within the same city are not included in the definition of itinerant.
- 23.4 All itinerant employees will be reimbursed for mileage traveled each day on the following basis:
- 23.4.1 Itinerant employees required to perform special assignments for the Tulare County Office of Education, involving travel to other than their first assigned site, will be reimbursed on the same basis as other mileage reimbursements to itinerant employees.
- 23.4.2 Mileage traveled by an employee shall be calculated from the point of departure of the first site assignment, thence to all other sites where services are performed on behalf of the Tulare County Office of Education and finally back to the point of departure.
- 23.4.3 Employees shall submit mileage claims for official mileage required during the performance of their duties.
- 23.4.4 Employees shall be reimbursed for mileage in conformance with 23.2 above.
- 23.5 Employees who are assigned to multiple sites within a district and/or districts within the same city, shall be paid for actual and necessary mileage as computed from the first site assignment of the day to other sites where services are performed on behalf of the Tulare County Office of Education and finally back to the point of departure.
- 23.6 Claims for mileage payment, when a private car is used on official business within the County or when attending conferences or meetings outside the County, shall be submitted on the appropriate form.
- 23.7 All employees required to use their vehicles in the course of their duties shall carry at least the minimum vehicle liability insurance required by the State of California and shall provide the Tulare County Office of Education with an assurance of their insurance coverage within thirty (30) calendar days after the annual renewal date of said policy.

ARTICLE XXIV: LAYOFF

- 24.1 In the event that the Tulare County Office of Education's financial abilities are reduced and such reductions

necessitate elimination of a particular service, all bargaining unit members so affected will receive layoff notices on or before March 15.

- 24.2 All bargaining unit members affected by layoff notices shall receive three (3) days of fully paid leave for the purpose of seeking other employment. Such leave is to be requested at least forty-eight (48) hours in advance, and the minimum absence requested shall be no less than fifty (50) percent of the regular workday.
- 24.3 A unit member who is laid off is entitled to continue enrollment, along with his/her dependents, in any health and welfare plan offered by the Tulare County Office of Education to unit members, with payment by the Tulare County Office of Education of the necessary premiums, for three (3) months beyond the final termination date, unless he/she is eligible for any other group health insurance through subsequent employment or under a spouse's group insurance. Benefits provided under 22.1 shall not be available to the laid-off employee beyond the date of termination.
- 24.4 Laid-off unit members shall have first priority, by credentials, classifications, and seniority, for filling any vacancies or open positions which occur up to thirty-nine (39) months following the effective date of his/her layoff.
- 24.5 Laid-off unit members shall have notification of openings as described in 17.4.5 via first class mail and/or email.
- 24.6 Teachers in Learning Center Super Classes must apply and be selected yearly to participate in this program. Participation in this program is voluntary. Teachers must possess a credential authorizing service in a severely handicapped classroom. Reduction of school year and hours, as teachers move out of this assignment, is not considered a layoff and is not subject to the lay-off process.

ARTICLE XXV: EFFECT OF AGREEMENT

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

ARTICLE XXVI: MISCELLANEOUS

- 26.1 The term "Office of Education" and "Office of Education Management", as used in this Agreement, shall be deemed to be synonymous and shall, as appropriate, include the Tulare County Office of Education as an entity, the County Superintendent of Schools, and all other members of the Tulare County Office of Education Management, including management at the level of the school site.
- 26.2 The parties agree that it is to their mutual benefit to encourage the resolution of differences through the

processes provided by the Agreement. Therefore, it is agreed that the Association and the Tulare County Office of Education will support this Agreement for its term, and will not appear before any public body or bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual written agreement of the Tulare County Office of Education and the Association.

ARTICLE XXVII: SAVINGS CLAUSE

- 27.1 In the event that any provision of the Agreement shall at any time be declared invalid by any appropriate administrative agency or court of competent jurisdiction, such decision shall not invalidate any other provision of this Agreement, and all remaining provisions shall remain in full force and effect.
- 27.2 Should a provision or application be deemed invalid, as described in Paragraph 1 above, the County Superintendent of Schools shall reinstitute any benefit reduced or eliminated to the extent allowable under law.

ARTICLE XXVIII: PROCEDURE FOR "NEW" PROBATIONARY CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION DURING THE SCHOOL YEAR

- 28.1 **Application**

This procedure applies to the dismissal or suspension during the school year of certificated employees whose probationary period commenced during or after the 1991-92 school year.
- 28.2 **Definition**

For purposes of this procedure, a work day is defined as a day when the administrative offices of the Tulare County Office of Education are regularly open for business.
- 28.3 **Notice of Dismissal or Suspension**
 - 28.3.1 A Notice of Dismissal or Suspension shall be given at least thirty (30) days prior to the stated effective date of such action and no later than March 15 of the employee's second probationary year.
 - 28.3.2 The Notice of Dismissal or Suspension shall state the reasons for such action and shall state that the employee has the right to appeal.
 - 28.3.3 If the reasons for the action include unsatisfactory performance, a copy of the last evaluation shall be included with the Notice of Dismissal or Suspension.
- 28.4 **Suspension**
 - 28.4.1 Suspension may be proposed or determined for a specified period of time.
 - 28.4.2 Suspension is without pay and for a stated number of work days and may be initially proposed by the Tulare County Office of Education, recommended by the hearing officer or determined by the County Superintendent of Schools.
 - 28.4.3 When suspension is initially proposed by the Tulare County Office of Education, no more severe penalty may be recommended by the hearing officer or determined by the County Superintendent of Schools.
- 28.5 **Grounds**
 - 28.5.1 One ground for dismissal or suspension is unsatisfactory performance as determined by an evaluation conducted in accordance with the Stull Act and any current policy, if applicable, or negotiated contract provisions.
 - 28.5.2 The second ground or basis for dismissal or suspension is any one or more of the causes specified in Education Code section 44932.
- 28.6 **Request for Hearing**

The employee must file a written request for hearing within fifteen (15) calendar days of receipt of the Notice of Dismissal or Suspension. Filing means receipt in the County Superintendent of School's Office designated no later than regular close of business on the last day of filing period. Failure to file such request in a timely manner shall be deemed a waiver of the right to a hearing, and the proposed action shall be effective upon action by the County Superintendent of Schools without notice of hearing.

28.7 Conduct of Hearing

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

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

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

28.8 Decisions of the County Superintendent of Schools

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

28.9 Decisions of the Administrative Law Judge

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

28.10 Review by the County Superintendent of Schools

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

ARTICLE XXIX: MAINTENANCE OF BENEFITS

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

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

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

ARTICLE XXX: LIMITATIONS TO ENCROACHMENT ON BARGAINING UNIT WORK

- 30.1 No supervisor or management employee of the Tulare County Office of Education will perform bargaining unit work during more than three-and-three quarters (3 3/4) hours in any five (5) workday period, nor shall such individual provide direct services to more than three (3) students during said five (5) day period.
- 30.2 The total of all bargaining unit work performed by management and/or supervisory employees of the Tulare County Office of Education shall not exceed forty nine (49%) percent of a full-time bargaining unit position during any fiscal year of the Tulare County Office of Education.
- 30.3 Upon request, the specific work schedules of management employees performing bargaining unit work shall be made available to the Association.

ARTICLE XXXI: ORGANIZATIONAL RIGHTS AND RESPONSIBILITIES

31.1 Organizational Security

- 31.1.1 It is the mutual intention of the parties that the provisions of this Article protect the right of individual employees without restricting the Association's right to require every bargaining unit employee, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.
- 31.1.2 Except as expressly exempted herein, all employees in the bargaining unit who do not maintain membership in good standing in the Association are required, as a condition of continued employment, to pay service fees to the Association, in amounts that do not exceed the periodic dues of the Association, for the duration of this agreement.
- 31.1.3 No employee shall be obligated to pay dues or service fees to the Association until the first of the month following thirty (30) calendar days after the employee first comes into the bargaining unit.
- 31.1.4 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or paying service fees to employee organizations shall not be required to join, maintain membership in, or pay service fees to the Association, as a condition of employment. However, such employee shall be required, in lieu of a service fee required by this agreement, to pay sums equal to such service fees to one of the following non-religious organizations exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:
 - United Way
 - Two Together for Life
 - Tulare County Office of Education Foundation
- 31.1.5 Any employee claiming this religious exemption must file a written request for exemption with CTA. Forms for this purpose may be obtained from the Association. If the request is granted, the employee shall, as a condition of continued exemption from the requirement of paying service fees to the Association, furnish the Association with copies of receipts from the charity selected, as proof that such payments have been made, or shall authorize payroll deduction of such payments. No in-kind services may be received for payments, nor may the payment be in a form other than money, such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each year.
- 31.1.6 Any certificated employee represented by the bargaining unit making payments as set forth in sections above, and who requests that the grievance provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance procedures.

31.2 **Dues and Service Fee Deductions**

- 31.2.1 The Association has the sole and exclusive right to have employee organization membership dues and service fees deducted by the Office for employees in the bargaining unit.
- 31.2.2 The Office shall deduct, in accordance with the Association dues and service fee schedule, dues, service fees or payments to charity in lieu of service fees from the wages of all employees who are represented by the Association. The Association will provide the Office with a dues and service fee schedule.
- 31.2.3 The Office shall, without charge, pay to the Association according to the established payroll schedules, the deduction of all sums so deducted, except that the Office shall pay to the designated charity sums deducted in lieu of service fees from the wages of employees whose requests for religious exemption pursuant to this Agreement have been approved by the Association. Charity deductions shall be made through authorized payroll deductions. A list of unit members and service fee payers and the amount deducted through payroll deduction will be sent to CTA monthly.
- 31.2.4 Nothing contained herein shall prohibit an employee from paying service fees directly to the Association.
- 31.2.5 The Office shall notify the Association chapter treasurer if any member of the bargaining unit revokes a dues, service fee or payment in lieu of service fee deduction authorization.
- 31.2.6 CTA shall indemnify, defend and hold the Office harmless from any and all claims, suits, or any other action, including attorneys' fees, arising from the implementation of or duties created by this Article.
- 31.2.7 An alphabetized list of unit members categorizing them as membership or service fee payers and indicating any changes in personnel from the list previously furnished, will be forwarded to the President of the Association by the Tulare County Office of Education in October and February.

ARTICLE XXXII: DURATION AND REOPENERS

The term of the Agreement shall expire on June 30, 2018. Each party may open salary, fringe benefits, and up to two other articles for the 2018-2019 school year. The Office and Association reserve the right to meet and negotiate at any time during the school year on contract issues that may arise during the term of this contract.

Appendix A

**TULARE COUNTY OFFICE OF EDUCATION
SCHOOL YEAR 2017-2018
*Certificated Salary Schedule***

EXPERIENCE STEPS	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
-----------------------------	--------------------	---------------------	----------------------	---------------------	--------------------	---------------------

1	56003	59147	62315	65510	68728	71978
2	58572	61732	64911	68113	71346	74610
3	61145	64320	67507	70720	73967	77238
4	63721	66892	70101	73338	76597	79875
5	66291	69478	72700	75941	79212	82510
6	68870	72065	75298	78555	81829	85145
7	71432	74651	77892	81160	84453	87773
8	74012	77235	80488	83767	87074	90403
9	74012	79817	83085	86380	89695	93042
10	74012	82400	85673	88983	92319	95672
11	74012	82400	88278	91591	94933	98307
12	74012	82400	90871	94204	97557	100941

**Vocational Education Teachers
(Career Technical Education Credential)**

1	2	3	4	5	6	7
43811	45636	47538	49519	51582	53732	56003

- Class I Bachelors Degree
- Class II Bachelors Degree plus 15 upper division semester units
- Class III Bachelors Degree plus 30 upper division semester units
- Class IV Bachelors Degree plus 45 upper division semester units
- Class V Bachelors Degree plus 60 upper division or graduate semester units
or Masters Degree plus 15 upper division or graduate units
- Class VI Bachelors Degree plus 75 upper division or graduate semester units
or Masters Degree plus 30 upper division or graduate 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 days (or 1,387.5 duty hours in a year-round program) for salary computation.
3. Fifteen (15) continuing education units (CEU's) will be 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 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 July 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 the 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.