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1 ARTICLE I: RECOGNITION

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

- 5
- 6 _____ Adaptive PE Specialists
- 7 Certificated School Nurses
- 8 Certificated Social Workers
- 9 _____ Circle J Norris Ranch Education Coordinators
- 10 _____ Community Challenge Grant Educators
- 11 _____ Counselors - SEE
- 12 _____ Counselors
- 13 _____ Counselors - High School
- 14 _____ Early Childhood Special Education Teachers
- 15 _____ Lead Teachers - SCICON
- 16 _____ Lead Community School Teacher
- 17 _____ Migrant Education Resource Coordinators
- 18 _____ Neverstreaming Teachers
- 19 _____ Nutrition Network Education Specialists
- 20 Orientation/Mobility Specialists
- 21 Prevention Staff Development Specialist
- 22 Project Coordinators - Community Challenge Grant
- 23 Reconnecting Youth & CAST Facilitators/Teachers
- 24 Resource Coordinator - Migrant
- 25 Resource Specialists
- 26 School Nurses - Special Assignment
- 27 Secondary Teachers
- 28 Special Education Teachers - Mild/Moderate

- 1 Speech/Language Specialists
- 2 Speech/Language Specialists/Trainers
- 3 Teachers Court/Community School
- 4 _____ Teachers -California Technology Assistance Project
- 5 Teacher - Itinerant Deaf and Hard of Hearing
- 6 Teachers - Services for Education and Employment
- 7 Teachers of the Severely Handicapped
- 8 Teachers of the Visually Impaired
- 9 _____ Teachers of the Deaf and Hard of Hearing
- 10 _____ Vocational Education Teachers
- 11 The above excludes all management, supervisory, confidential,
12 temporary employees, substitutes, and summer school teachers
13 not employed by the Tulare County Office of Education during
14 the prior regular school year.
- 15

1 ARTICLE II: EMPLOYEE RIGHTS

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

1 ARTICLE III: OFFICE OF EDUCATION RIGHTS

2 3.1 The County Superintendent of Schools retains solely and
3 exclusively, all rights, powers, and authority exercised or
4 had by him/her prior to the execution of this Agreement
5 except as expressly limited by a specific provision of this
6 Agreement. Without limiting the generality of the
7 foregoing, the rights, powers, and authority retained
8 solely and exclusively by the County Superintendent of
9 Schools and not abridged herein include, but are not
10 limited to the following: to manage and direct its
11 operations and its personnel; to determine the overall
12 goals, objectives, and educational philosophy of its
13 programs and operations; to insure the rights and the
14 educational opportunities of its students; to subcontract;
15 to discontinue work for economic or operational reasons;
16 to increase or decrease the work force and determine
17 the number and kinds of employees and facilities
18 needed; to hire, assign, evaluate, transfer, promote,
19 suspend, and terminate its personnel; to determine its
20 curriculum; to determine, develop, and implement its
21 budget and the procedures therefore, to determine the
22 means, personnel and places of providing services; and
23 to take any action on any matter in the event of an
24 emergency.
25 3.2 Nothing in this Article shall be construed to limit, amend,
26 decrease, revoke, or otherwise modify the rights and
27 powers vested in the County Superintendent of Schools

1 to adopt, amend, or rescind such policies, rules and
2 regulations not expressly stated in this Agreement, as
3 the County Superintendent of Schools, in his/her
4 discretion, shall deem necessary; or any other powers
5 vested in the County Superintendent of Schools by the
6 California Education Code, or by other laws regulating,
7 authorizing or empowering the Superintendent to act or
8 refrain from acting.

1 ARTICLE IV: NON-DISCRIMINATION

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

1 ARTICLE V: NEGOTIATION PROCEDURES

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

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

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

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

26 5.5 By December 1, a scattergram will be presented to the
27 President of the Association with the placement of

1 personnel on the respective salary schedules.

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

1 ARTICLE VI: ASSOCIATION RIGHTS

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

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

17 6.3 Representatives of employee organizations shall have
18 the right to utilize County school facilities for the conduct
19 of meetings with Service Fund employees. Requests to
20 utilize such facilities shall be made upon forms to be
21 prescribed by the County Superintendent of Schools,
22 and shall be subject to prior request for the utilization of
23 such facilities by groups entitled to their use under
24 provisions of the Education Code. Any employee
25 organization desiring such use of such facilities shall file
26 with the County Superintendent of Schools the
27 certification required by California Education Code,

1 Section 40057. Meetings conducted in such facilities
2 shall in no way conflict with the public school purposes of
3 the Tulare County Office of Education.

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

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

1 removal, is given notice of such removal. Materials
2 posted by the Association shall indicate the date of
3 posting and that they are Association materials.

4 6.6 Existing mailbox facilities may be utilized by employee
5 organizations for communications with members or with
6 other employees of the County School Service Fund.
7 Copies of all materials to be deposited in employee
8 mailboxes shall be provided to the office receptionist,
9 who shall be responsible for the depositing of such
10 materials before the end of the teachers' normal
11 workday.

12 6.7 Equipment - The Association representatives will be
13 granted, upon request and when not otherwise in use,
14 the reasonable use of typewriters and general duplicating
15 equipment for reproducing material to be used for
16 Association communications.

17 6.8 Reimbursement - The Association will reimburse the
18 Tulare County Office of Education for any school
19 materials or supplies used and will pay a rental charge, if
20 applicable, for use of any equipment which is leased or
21 rented by the Tulare County Office of Education. The
22 Association shall pay for any custodial costs incurred for
23 meetings that they might call if custodial services are
24 provided beyond the custodian's normal workday.

25 6.9 Board of Education Agenda - The Association President
26 shall receive one (1) copy of the official Agenda at least
27 seventy-two (72) hours prior to each regularly scheduled

1 County Board of Education meeting. The Association
2 President shall receive one (1) copy of the approved
3 minutes at the same time they are made available to the
4 County Board of Education members.

5 6.10 The Association may request that items be placed on
6 regular County Board of Education meeting Agendas in
7 accordance with rules governing the conduct of the
8 meeting.

9 6.11 Those items appearing on the Agenda that are of interest
10 to the Association will be discussed by appropriate
11 members of the Tulare County Office of Education with
12 representatives of the Association upon request.

13 6.12 Nothing in this Article shall be construed to provide
14 release time for any employee in connection with any of
15 the rights enumerated in this Article.

16 6.13 The Association may inform employees at the first
17 orientation meeting as to the time and place of the next
18 Association meeting and also may set up information
19 tables with literature regarding items of the Association.

1 ARTICLE VII: PERSONAL AND ACADEMIC FREEDOM

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

1 ARTICLE VIII: GRIEVANCE PROCEDURE

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

11 8.2 Procedures

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

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

25 8.2.3 Formal
26 Step 2. The grievance shall be presented in
27 writing to the employee's Program

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

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

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

27 Step 5. If the grievant is not satisfied with the

1 decision in Step 4, the grievant may
2 seek redress in a court of competent
3 jurisdiction.

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

7 8.3 Rights of Members of Bargaining Unit to Representation

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

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

1 may make such copy available to the
2 Association or its representative.

3 8.4 Miscellaneous

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

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

1 8.4.3 Time limits for appeals or responses provided at
2 each level shall begin the day following receipt of
3 the written grievance decision or appeals by the
4 respective parties.

5 8.4.4 All preparation and filing by the grievant shall be
6 conducted during the non-teaching time of the
7 employee, and no release time shall be
8 provided.

9 8.4.5 All documents, communications and records
10 dealing with the processing of a grievance will be
11 filed in a separate grievance file and will not be
12 kept in the personnel file of any of the
13 participants.

14 8.4.6 Forms for filing grievances, serving notices,
15 taking appeals, making reports and
16 recommendations and necessary documents will
17 be prepared by the County Superintendent of
18 Schools with the advice of the Association and
19 given appropriate distribution by the Association
20 so as to facilitate operation of the grievance
21 procedure. The cost of preparing such forms
22 shall be borne by the Tulare County Office of
23 Education.

1 ARTICLE IX: DEDUCTION OF DUES AND FEES

2 9.1 The Tulare County Office of Education will deduct from
3 the monthly paycheck of each employee the dues of the
4 Association as authorized in writing by the employee on
5 the Tulare County Office of Education form. Such
6 deduction will be submitted to CTA, Burlingame.
7 9.2 Any unit member who is a member of the Tulare County
8 Office of Education Teachers' Association, CTA/NEA, or
9 who has applied for membership, may sign and deliver to
10 the Tulare County Office of Education an assignment
11 authorizing deduction of unified membership dues, initia-
12 tion fees and general assessments in the Association.
13 Pursuant to such authorization, the Tulare County Office
14 of Education shall deduct one-tenth (1/10) of such dues
15 from the regular salary check of the unit member each
16 month for the months of September through June.
17 Deductions for unit members who sign such
18 authorizations after the commencement of the year shall
19 be appropriately prorated to complete payments by the
20 end of the school year.
21 9.3 The window period for withdrawing from CTA/NEA shall
22 be between June 1 and June 30 each calendar year.

1 ARTICLE X: EMPLOYEE EVALUATIONS

2 10.1 Evaluation Procedure
3 10.1.1 Every probationary certificated employee shall
4 be evaluated in writing by his/her supervisor at
5 least once every year. Every probationary
6 employee serving in a categorical program for
7 two or more years will be evaluated in writing by
8 his/her supervisor when appropriate, at least
9 once every other year.
10 10.1.2 Every permanent certificated employee shall be
11 evaluated in writing by his/her supervisor at least
12 once every other year.
13 10.1.2.1 An employee with permanent status,
14 who has been employed with the
15 Office for ten (10) years, who meets
16 the federal definition of highly
17 qualified, as defined in 20 U.S.C. Sec.
18 7801, and whose previous evaluation
19 rated the employee as meeting or
20 exceeding the standard (a rating of 1
21 in all areas of Section A., Professional
22 Standards, and Section B.,
23 Professionalism on the evaluation
24 form), shall, with the mutual consent of
25 his/her supervisor be evaluated every
26 three (3) years. A supervisor or
27 employee may withdraw his/her

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

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

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

26 10.1.5 Each evaluation shall be based upon at least
27 one (1) observation, lasting either forty-five (45)

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

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

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

24 10.1.8 The certificated employee's supervisor shall
25 provide assistance toward helping the employee
26 correct any cited deficiencies. Such action will
27 include specific written recommendations for

1 improvement, and may include direct assistance
2 in implementing such recommendations, and
3 adequate release time for the certificated
4 employee to visit and observe other similar
5 classes in other schools. If applicable, the
6 requirements of this provision shall be fulfilled
7 through referral to the Peer Assistance and
8 Review Program (Article XXXI).

9 10.1.9 Employees shall not be required to participate in
10 the evaluation and/or observation of other
11 certificated employees nor shall they be required
12 to assess their own performance. This provision
13 shall not apply to employees participating in the
14 Peer Assistance and Review Program as Panel
15 Members, Peer Coaches, or referred
16 participants.

17 10.1.10 Should an employee choose to assess his or her
18 own performance, such employee shall be
19 notified before revealing the substance of such
20 self-assessment that the matters contained
21 therein may adversely affect his or her job
22 security, and that such employee is not required
23 to reveal such self-assessment. Development
24 by an employee of goals and objectives shall not
25 be considered "self-assessment" as referred to
26 in this paragraph. This provision shall not apply
27 to employees who have been referred into the

1 Peer Assistance and Review Program as
2 referred participants.

3 10.1.11 The supervisor shall not base the evaluation of
4 an employee on any information which was not
5 collected through the direct observation of such
6 employee. Unsubstantiated hearsay statements
7 shall be excluded from the formal written
8 evaluation conducted pursuant to Education
9 Code Section 44660 and following. Sub-
10 stantiated hearsay statements having any
11 adverse bearing on an employee's evaluation
12 shall be provided in writing to the employee
13 within two (2) working days after receipt by the
14 supervisor. This provision shall not preclude the
15 inclusion of materials or information provided by
16 Panel members or Peer Coaches as to
17 employees who have been referred into the
18 Peer Assistance and Review Program as
19 participants. As to those employees, the
20 provisions of Article XXXI (Peer Assistance and
21 Review) shall apply.

22 10.1.12 The grievance procedure may be utilized for
23 processing any disputes which arise over
24 evaluation procedures, not the supervisor's
25 judgement.

26 10.1.13 To the extent that the provisions or application of
27 this Article conflict with those of Article XXXI

1 (Peer Assistance and Review), the provisions of
2 Article XXXI shall supersede and take
3 precedence over those of this Article.

4 10.2 Personnel Files

5 10.2.1 Information and/or materials that are not related
6 to or do not provide direct evidence concerning
7 an employee's employment status or his/her
8 performance of his/her duties as an employee of
9 the Tulare County Office of Education shall not
10 be placed in the employee's personnel file
11 except by mutual agreement between the Tulare
12 County Office of Education and the employee.

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

1 were being placed in the file.

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

9 10.2.4 Employees shall be provided copies of any
10 negative materials before they are placed in their
11 personnel files. They shall also be given
12 compensated release time during non-
13 instructional hours to initial and date material and
14 to prepare a written response to such material.
15 The written response shall be attached to the
16 material. In the event the employee's assigned
17 work site for that day does not permit the
18 employee sufficient time for round-trip travel to
19 the Personnel Office plus one (1) additional hour
20 during non-instructional time within the work day,
21 the Tulare County Office of Education will
22 provide release time during instructional hours.

23 10.2.5 Upon written authorization by the employee, a
24 representative of the Association shall be
25 permitted to examine and/or obtain copies of
26 materials in such employee's personnel file.

27 10.2.6 The person or persons who draft and/or place

1 material in an employee's personnel file shall
2 sign the material and signify the date on which
3 such material was drafted and placed in the file.
4 10.2.7 The Personnel Department shall keep within
5 each individual personnel file a formal log of
6 access indicating the persons who have
7 requested to examine a personnel file as well as
8 the dates such requests were made. Such log
9 shall be available for examination by the
10 employee or his/her Association representative,
11 if so authorized by the employee.
12 10.2.8 Access to personnel files shall be limited to the
13 members of the Tulare County Office of
14 Education administration on a need-to-know
15 basis. The contents of all personnel files shall be
16 kept in the strictest confidence except as
17 required or permitted by Article 31 (Peer
18 Assistance and Review) or as otherwise required
19 or permitted by law.
20 10.2.9 Material in the employee's personnel file which
21 the employee deems inaccurate or irrelevant
22 may be removed by the County Superintendent
23 of Schools if requested in writing by the
24 employee. If the request is denied, the
25 employee may then write a rebuttal which will be
26 attached to the material in question and placed
27 in the file.

1 10.2.10 The employee's official personnel file shall be
2 maintained by the Tulare County Office of
3 Education at its central office. Except for
4 observation notes leading up to the rendering of
5 an evaluation, files kept by an employee's
6 supervisor shall not contain material that has not
7 also been placed in the employee's official
8 personnel file.
9 10.2.11 Employee evaluation and material derogatory on
10 its face shall not be placed within a computer
11 system without establishing a safeguard to
12 prevent unauthorized access.
13 10.3 Public Charges
14 10.3.1 A copy of any written complaint from a citizen or
15 school official about an employee shall be
16 forwarded within two (2) working days to the
17 employee by the Tulare County Office of
18 Education. Said complaint shall not be entered
19 into the employee's official personnel file until
20 and unless the following steps have been
21 completed:
22 10.3.1.1 Should the immediate supervisor
23 believe that the allegations in the
24 complaint are sufficiently serious to
25 warrant a meeting of all the parties,
26 the immediate supervisor shall
27 schedule a meeting between the

1 complainant, the employee and
2 him/herself. The employee shall have
3 the right to have an Association
4 Representative at the meeting.

5 10.3.1.2 If the matter is not resolved at the
6 meeting, resulting in the complete
7 withdrawal of the complaint, the
8 employee shall be given compensated
9 release time during non-instructional
10 hours for the purpose of initialing and
11 dating the written complaint and
12 preparing a written response to such
13 complaint.

14 In the event the employee's assigned
15 work site for that day does not permit
16 the employee sufficient time for round-
17 trip travel to the County
18 Superintendent of School's Office plus
19 one (1) additional hour during non-
20 instructional time within the work day,
21 the Tulare County Office of Education
22 will provide release time during
23 instructional hours.

24 10.3.2 The County Superintendent of Schools shall not
25 dismiss or refuse to re-employ an employee on
26 the basis of allegations in a citizen or parent
27 complaint without following the appropriate

1 procedures of the Education Code.
2 10.3.3 In order for a public complaint to be processed,
3 the Office must be in possession of:
4 10.3.3.1 a written complaint
5 10.3.3.2 a deposition, or
6 10.3.3.3 a written report, submitted by a
7 management employee, which
8 contains the name(s) and the
9 address(es) of the person(s) making
10 the charge.

1 ARTICLE XI: SCHOOL CALENDAR

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

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

19 11.2 Special Education Super Class Schedule. Teachers
20 selected to work in Special Education Super Classes for
21 severely handicapped students will work 8.5 hours per
22 day, 192 days per year. Teachers will teach 180 days.
23 The employee's work year will include a preparation day
24 at the beginning of the year and a preparation day at the
25 close of the year. Ten (10) additional days will be spent
26 reviewing student records, making parent contacts,
27 planning lessons, training instructional assistants,

1 establishing community contacts, planning vocational
2 education and transition programs, and participating in
3 department-provided staff development.
4

1 ARTICLE XII: EMPLOYEE ORIENTATION AND IN-SERVICE

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

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

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

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

27 12.4 Education retreats which are held overnight or on non-

1 working days shall be on a voluntary basis.

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

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

25 12.7 Each employee may request two (2) days to visit other
26 classrooms or programs of the type in which the
27 employee is assigned. Upon request, the employee shall

1 be given written reasons for any denial.

1 ARTICLE XIII: TEACHING HOURS

2 13.1 The normal length of the employee workday, including a
3 thirty consecutive minute duty-free lunch period and two
4 duty-free ten-minute relief periods, shall be seven and
5 one half hours.

6 For teachers in Special Education Super Classes, the
7 normal length of the employee workday, including a thirty
8 consecutive minute duty-free lunch period and two duty-
9 free ten-minute relief periods, shall be eight and one half
10 hours.

11 The Tulare County Office of Education will make a good-
12 faith effort to provide each classroom teacher with a
13 minimum of thirty (30) duty-free consecutive minutes of
14 preparation time daily.

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

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

1 superintendent. In the case of the extended
2 school year, if a teacher is required to remain on
3 bus duty beyond their 4.5 hour workday, they
4 shall receive reimbursement at an hourly rate of
5 pay, subject to approval by the employee's
6 supervisor and appropriate assistant
7 superintendent. The hourly rate of pay shall be
8 \$32.85 based on Class 1, Step 1 of the salary
9 schedule, to be adjusted annually per negotiated
10 agreement. Time sheets must be submitted for
11 reimbursement.
12 13.3 Any duties which are assigned outside the regular
13 working day and are not listed in 13.2 for which the
14 employees do not volunteer, shall be compensated at the
15 hourly rate of pay to be adjusted annually as noted in
16 13.2.3 and shall be performed after consultation at times
17 and places agreed to by both parties. Such duties shall
18 be performed only after authorization has been signed by
19 the employee and his/her supervisor with approval of the
20 designated assistant superintendent. This authorization
21 shall be submitted for compensation.
22 13.4 Employees shall attend staff meetings as called by the
23 supervisor during the regular workday or for a period not
24 to exceed sixty (60) minutes beyond the regular school
25 day per month. The sixty minutes of meeting time that
26 may be used by the supervisor beyond the normal
27 working day shall not be accruable from month to month.

1 The immediate supervisor who calls staff meetings shall
2 provide employees with an agenda for the meeting at
3 least one (1) day before such meeting is held, except in
4 emergency situations, and shall also permit employees
5 to place items relating to the proper program or duties on
6 the agenda.

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

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

19 13.7 Minimum days for students shall be set on the school
20 calendar for the last workday prior to Winter and Spring
21 vacations.

22 13.8 The minimum instructional minutes per year will meet the
23 following standards:

24	Kindergarten	- 36,000 Instructional Minutes Per Year
25	1 - 3	- 50,400 Instructional Minutes Per Year
26	4 - 8	- 54,000 Instructional Minutes Per Year
27	9 - 12	- 64,800 Instructional Minutes Per Year

1 13.9 The County Superintendent of Schools may, in
2 appropriate cases, permit certificated employees to
3 participate in a job-sharing arrangement. Job-sharing is
4 defined herein as the sharing of the duties, rights, and
5 benefits of one full-time position by two employees of the
6 Tulare County Office of Education who have the
7 necessary aptitude, training and experience.
8 Employees who wish to participate in job-sharing may
9 make written requests to do so to the head of the
10 division.
11 The County Superintendent of Schools will evaluate each
12 job-sharing request, taking into consideration such
13 factors, including, but not limited to, qualifications and
14 service record of the employee suitability for the position
15 requested, length of service with the office, reasons for
16 making the request, other job-sharing requests for the
17 position, and the overall needs of the Tulare County
18 Office of Education. The County Superintendent of
19 Schools will approve or disapprove the request. If
20 requests for job-sharing are approved, participating
21 employees must be willing to submit written resignations
22 to the Tulare County Office of Education reducing their
23 employment status from full-time to part-time. Such
24 resignations shall constitute relinquishment on the part of
25 the employees of all rights, benefits and privileges,
26 including tenure rights, for that portion of the positions
27 resigned. Employment thereafter will be in part-time

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

23 13.10 In the event of fog, the teacher will make a good faith
24 effort to be to work on time. The teacher will not attempt
25 to reach the work-place when visibility is reduced due to
26 climatic conditions that render driving unsafe. The
27 teacher has the responsibility to notify the principal of

1 his/her departure and expected arrival time.

1 ARTICLE XIV: TEACHING CONDITIONS

- 2 14.1 The Tulare County Office of Education agrees to make
3 an effort to place at the disposal of every employee,
4 sufficient typing, duplicating, laminating, and tape
5 reproduction. Secretarial assistance will be available to
6 assist employees in the preparation of instructional
7 materials.
- 8 14.2 A process will be developed relating to the requesting of
9 instructional supplies whereby dollars will be allocated on
10 a program need.
- 11 14.3 An effort will be made to provide work space containing
12 sufficient chalkboard and storage space for employees.
13 Teachers will be involved in setting educational
14 specifications to be incorporated into plans for
15 construction. The County Superintendent of Schools will
16 make a good-faith effort to provide proper ventilation,
17 temperature control, lighting, a sink, and hot/cold running
18 water in leased or rented facilities when
19 programmatically indicated and economically feasible. A
20 survey of teaching conditions will be sent to each
21 employee on or around October 15. Work space shall
22 be reviewed annually, not later than November 15, by the
23 supervisor, employee and site administration. Such work
24 space shall be reserved for the exclusive use of the
25 itinerant employee when on site during regularly sched-
26 uled assignments.
- 27 14.4 The Tulare County Office of Education will make an effort

- 1 to provide water and drainage for Satellite classroom
2 sites. Copies of teacher requests will be sent to the
3 County Superintendent of School's office.

1 ARTICLE XV: EMPLOYEE SAFETY

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

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

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

20 15.4 Written review of the rights and duties of certificated em-
21 ployees regarding student discipline and suspension
22 shall be presented at teacher orientation each year.
23 Teachers and supervisors shall communicate regularly
24 and as needed regarding student behavior that is
25 disruptive, assaultive or destructive. Action plans will be
26 developed and signed by all parties to maintain order,
27 ensure staff/student safety and conformity to county

1 policy, California Education Code, and county legal
2 opinions regarding student discipline and suspension.
3 Employees shall immediately report cases of assault
4 suffered by them by pupils in connection with their
5 employment to their immediate supervisor, Program
6 Manager or Administrator, when appropriate, who in
7 return will have the responsibility to inform the police.

8 15.5 As used in this Article, "Within the scope of employment"
9 shall include any voluntary activities (such as a field trip)
10 which involve student contact.

11 15.6 The Tulare County Office of Education shall maintain
12 adequate liability insurance for each employee per
13 occurrence.

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

20 15.7.1 In the absence of the nurse, designated school
21 personnel referenced in the Specialized Health
22 Care Manual shall be assigned in the following
23 manner:

- 24 - program administrator
- 25 - teacher by mutual agreement
- 26 - teacher in an emergency situation

27 The order of responsibility shall be explicitly

1 stated by the Program Manager directly to each
2 teacher at the beginning of the year inservice
3 and the mid-year inservice.

4 15.7.2 Specialized procedures shall be evaluated yearly
5 by a joint committee consisting of two current
6 classroom teachers and two certificated nurses
7 selected by the Association, and four
8 administrators.

1 ARTICLE XVI: CLASS SIZE

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

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

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

- 18 • Elementary Classes: 9-11 students
- 19 • K-8 Elementary Classes: 9-14 students
- 20 • Middle School Classes: 12-14 students
- 21 • High School Classes: 14-16 students
- 22 • Classes for 18-22 year old students: 14-16 students

23 If it becomes necessary to add additional students to a class
24 which will exceed the class size, the teacher will be paid a
25 stipend of \$125 each month that the enrollment exceeds the
26 class size. The teacher will also have the option of requesting
27 additional help in the classroom.

1 ARTICLE XVII: TRANSFERS

2 17.1 Definition: Transfer shall be defined as a change in site
3 or program except it shall not include the following:

4 (a) site changes for itinerant employees

5 (b) site changes when the employee's
6 program has been relocated

7 ©) site changes requested by the agency
8 served.

9 17.2 Transfers may be voluntary or involuntary.

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

17 17.4 Voluntary Transfers

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

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

24 17.4.3 After receiving a request, the designated
25 assistant superintendent, the supervisor of the
26 program involved, the employee affected by the
27 transfer request, and the lead teacher, when

1 appropriate, will meet to discuss the request.

2 17.4.4 A transfer application may be submitted in
3 response to a particular opening that has been
4 announced in Tulare County Office of Education,
5 or simply for purposes of receiving consideration
6 for vacancies as they occur.

7 17.4.5 The administration shall post all certificated
8 vacancies as soon as they come to the attention
9 of the Tulare County Office of Education. Such
10 notice shall be posted in all employee lounges at
11 County-operated sites, and the Tulare County
12 Office of Education's reception area and itinerant
13 mail area for at least six (6) working days prior to
14 a closing date for applications, which shall be
15 specified on the notice of the vacancy. Notices
16 shall include the position description, grade level
17 or subject matter assignment, and credential
18 requirement.

19 17.4.6 Unselected applicants may request written
20 explanation from the designated assistant
21 superintendent.

22 17.4.7 Current employees who have applied and are
23 qualified for a vacant position shall be
24 considered for the position prior to the
25 employment of anyone outside the Tulare
26 County Office of Education.

27 17.4.8 No position shall be filled until after the closing

1 date for application specified on the notice of the
2 vacancy.

3 17.5 Involuntary Transfer

4 17.5.1 "Involuntary Transfer" is defined as a transfer
5 made without the consent of the employee.

6 17.5.2 No vacancy shall be filled by an involuntary
7 transfer if there is an acceptable volunteer
8 available.

9 17.5.3 Upon request by the employee, a meeting
10 between the employee, supervisor, and the
11 designated assistant superintendent will be held
12 before a new assignment is made, at which time
13 the employee will be notified in writing as to the
14 reasons for the proposed transfer.

15 17.5.4 All involuntary transfers shall be for good and
16 sufficient reasons based on education needs of
17 the Tulare County Office of Education.

18 17.5.5 When considering the filling of an existing
19 vacancy through an involuntary transfer, the
20 following criteria will be used in selecting the
21 individual to fill the position:

22 17.5.5.1 Experience and recent training of
23 the staff member in comparison to
24 others available for the position to
25 be filled.

26 17.5.5.2 Special and personal qualifications
27 of the staff member in comparison

1 to those possessed by others
2 available for the position to be filled.

3 17.5.5.3 If the above factors are, for all in-
4 tents, equal between two or more
5 potential transferees, the member
6 of the bargaining unit with the least
7 Tulare County Office of Education-
8 wide seniority who is properly
9 credentialed shall be selected.

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

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

25 17.5.7 An involuntary transfer shall not result in the loss
26 of compensation, seniority, or any fringe benefits
27 to a member of the bargaining unit.

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

7 17.7 Reassignment

8 17.7.1 A reassignment shall be defined as change from
9 one work site to another in the same program by
10 an employee.

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

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

22 17.7.4 A reassignment shall not result in the loss of
23 compensation, seniority or any fringe benefits to
24 a member of the bargaining unit.

1 ARTICLE XVIII: EXTENDED YEAR PROGRAM

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

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

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

1 ARTICLE XIX: PHYSICAL EXAM

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

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

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

1 ARTICLE XX: LEAVES

2 20.1 Sick Leave

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

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

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

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

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

1 month of each school year.

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

24 20.1.7 When a member of the bargaining unit has
25 exhausted all available sick leave, including
26 accumulated sick leave, and continues to be
27 absent on account of illness or accident for a

1 period beyond the five (5) month period provided
2 pursuant to Section 20.1.6, and the employee is
3 not medically able to resume the duties of his/her
4 position, the employee shall be placed on a re-
5 employment list for a period of twenty-four (24)
6 months if the employee is on probationary
7 status, or for a period of thirty-nine (39) months,
8 if the employee is on permanent status. The
9 twenty-four (24) or thirty-nine (39) month period
10 shall commence at the expiration of the five (5)
11 month period provided, pursuant to Education
12 Code Section 44977.

13 20.2 Transfer of Sick Leave (Ed. Code 44979):

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

20 20.3 Emergencies, Bereavement Leave (Ed. Code 44985):

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

1 this Section, means the mother, father, stepmother,
2 stepfather, grandmother, grandfather, or a grandchild of
3 the employee, or of the spouse or the domestic partner of
4 the employee, the spouse or the domestic partner of the
5 employee, son, stepson, son-in-law, daughter,
6 stepdaughter, daughter-in-law, brother, stepbrother,
7 brother-in-law, sister, stepsister, or sister-in-law of the
8 employee or domestic partner, or any relative or foster
9 child living in the immediate household of the employee.

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

20 20.4 Personal Necessity Leave (Ed. Code 44981):

21 Personal Necessity Leave may be utilized for
22 circumstances which are serious in nature and cannot be
23 expected to be disregarded, which necessitates imme-
24 diate attention and cannot be dealt with during off-duty
25 hours.

26 Procedure for Approval - Employees shall submit a
27 request for Personal Necessity Leave approval to the

1 immediate supervisor normally not less than three (3)
2 working days prior to the beginning date of the Leave.
3 The prior approval required for Personal Necessity
4 Leave shall not apply to the following reasons:
5 (1) Death or illness of a member of the
6 employee's immediate family.
7 (2) Accident involving person or property or
8 the person or property of the employee's
9 immediate family.
10 Requirements - An employee may use not more than
11 eight (8) days per year of accumulated sick leave for pur-
12 poses of approved Personal Necessity Leave.
13 When prior approval is not required, the employee shall
14 make every reasonable effort to comply with Tulare
15 County Office of Education procedures designed to
16 secure substitutes and shall notify the immediate
17 supervisor of the expected duration of the absence.
18 20.5 Accidents:
19 All job-related injuries must be reported by employees to
20 the Personnel Office within twenty-four (24) hours.
21 20.6 Industrial Accident and Illness Leave (Ed. Code 44984):
22 Industrial accident and illness leave shall be granted to
23 all employees at the rate of sixty (60) working days in
24 any fiscal year for the same accident. Such leave shall
25 not be accumulated from year to year. Industrial
26 accident or illness leave is to be used in lieu of regular
27 sick leave and will commence on the first day of

1 absence. Payment for wages lost, when added to any
2 award granted under Workers' Compensation Laws,
3 shall not exceed the normal wage for the day. Industrial
4 accident leave will be reduced by one (1) day for each
5 day of authorized absence regardless of a compensation
6 award made under Workers' Compensation. When an
7 industrial accident or illness overlaps into the next fiscal
8 year, the employee shall be entitled to only the amount of
9 unused sick leave due him for the same illness or injury.
10 20.7 General Emergency Leave:
11 Full pay will be allowed for absence because of a general
12 emergency arising from any condition which would so
13 affect all or an appreciable number of employees as to
14 cause the County Superintendent of Schools to declare
15 that an emergency exists.
16 20.8 Jury Duty Leave:
17 20.8.1 A member of the bargaining unit shall be granted
18 paid leave of absence when subpoenaed to
19 appear in court as a witness.
20 20.8.2 A member of the bargaining unit shall be granted
21 paid leave when requested to appear for jury
22 duty in a manner provided by law.
23 20.8.3 In any case in which a fee is paid, such fee for
24 participation shall be returned to the Tulare
25 County Office of Education, exclusive of any
26 travel allowance.
27 20.8.4 When on jury duty, an employee shall present a

1 statement from the jury commissioner or other
2 appropriate official of the court showing the time
3 served on jury duty, which shall be attached to
4 the absence form. Upon completion of jury duty,
5 the employee shall return to work.

6 20.9 Sabbatical Leave (Ed. Code 44966-44973):

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

10 20.10 Association Leave:

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

23 20.11 Personal Business Leave:

24 Certificated employees shall be entitled to one (1) day
25 non-accumulative personal business leave with full pay
26 each school year upon written approval of the County
27 Superintendent of Schools or his/her designee for the

1 purpose of meeting personal obligations which cannot be
2 postponed or fulfilled when school is not in session.
3 Leave taken pursuant to this section shall be in addition
4 to any other leave to which the employee is entitled.

5 20.12 Unpaid Personal Leave

6 20.12.1 An employee may request a personal leave of
7 absence for reasons not enumerated elsewhere
8 in this Agreement.

9 20.12.2 The employee seeking an approved personal
10 leave shall submit a request, including the
11 reasons and any supporting information related
12 thereto, and the duration of the length of the
13 requested leave.

14 20.12.3 For unpaid personal leave, the employee shall
15 submit, not less than five (5) working days prior
16 to the beginning of the leave, the request
17 described herein to the immediate supervisor for
18 his/her recommendation to the County
19 Superintendent of Schools. The County
20 Superintendent of School's approval or denial of
21 the request for unpaid leave shall be final.

22 20.12.4 An employee shall not accept gainful employ-
23 ment while on personal leave of absence without
24 prior written approval of the County
25 Superintendent of Schools.

26 20.12.5 Any personal leave of absence that may be
27 granted under these provisions shall be without

1 compensation. Employees on personal leave of
2 absence may be permitted to participate in the
3 Tulare County Office of Education insurance
4 program at their expense as provided for in
5 Article XXII of this agreement.

6 20.12.6 The employee shall be reinstated to the position
7 classification held prior to the leave of absence
8 or to a position for which the employee is
9 certified.

10 20.12.7 If the personal leave of absence was granted for
11 health reasons, the employee shall be required
12 to submit, prior to return to active duty, a medical
13 statement indicating an ability to assume
14 assigned duties without restriction or detriment
15 to the employee's physical or emotional well-
16 being.

17 20.13 Family Medical Leave:

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

26 20.13.1 An employee is eligible if he or she has been
27 employed by the Tulare County Office of

1 Education for at least 12 months and has
2 provided service at least 1250 hours over the
3 previous 12 months (normally this means a full-
4 time work year, i.e., 182 days x 7 hours = 1274
5 hours). An employee who meets this criteria is
6 not eligible, however, if there are less than 50
7 employees within 75 miles of his or her work
8 site.

9 20.13.2 Family medical leave shall be available for the
10 following purposes:

- 11 a) Birth of the employee's child;
- 12 b) Placement of a child with the employee
13 for adoption or foster care;
- 14 c) Care for the employee's or domestic
15 partner's child, spouse or domestic
16 partner, or parent with a serious health
17 condition;
- 18 d) The employee's own serious health
19 condition that keeps the employee from
20 performing his or her job function.
- 21 e) Military exigency;
- 22 f) Military care giver leave.

23 20.13.3 Family medical leave will run concurrently with
24 other paid and unpaid leave if the reasons for the
25 leave meet the requirements of family medical
26 leave.

27 20.13.4 An employee will be required to provide medical

1 certification whenever a serious health condition
2 of the employee or his or her family member is
3 the reason for the leave. A second or third
4 medical opinion may be required regarding the
5 employee's serious health condition (e.g., when
6 the duration and/or need for the leave is
7 uncertain). Failure to obtain medical certification
8 when necessary may delay the granting of the
9 leave request until such certification is provided.

10 20.13.6 Where advance notice is possible, an employee
11 must provide 30 days advance written notice of
12 the need for the leave. If the need for the leave
13 is unforeseen, written notice must be given as
14 soon as possible. Failure to provide advance
15 written notice may delay the granting of the
16 leave.

17 20.13.7 An employee taking family medical leave will
18 continue to participate in the Tulare County
19 Office of Education provided health plan under
20 the same terms and conditions including any
21 necessary co-payments, which applied prior to
22 the first day of the employee's leave. A less
23 than full time employee is required to continue to
24 make premium payments to maintain his or her
25 health benefits during the leave period. If the
26 employee fails to return from the leave for any
27 reason other than the recurrence or continuance

1 of a serious health condition, the employee will
2 be liable to the Office for premiums paid for
3 maintaining the employee's health coverage. An
4 employee may, at his or her expense, participate
5 in all other employee benefit plans offered by the
6 employer during the leave.

7 20.13.8 An employee may be required to provide
8 periodic reports of his or her status and of his or
9 her intent to return to work while on leave. Such
10 reports may be required as often as every 30
11 days, unless otherwise specified by the
12 employee's immediate supervisor.

13 20.13.9 An employee on family leave for his or her own
14 serious health condition is required to provide a
15 fitness-for-duty certificate from his or her
16 physician before he or she will be reinstated to
17 employment.

18 20.14 Catastrophic Leave

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

22 20.14.1 Definitions:

23 _____ "Catastrophic illness or injury" means an illness
24 or injury:

- 25 a. that is expected to incapacitate the
26 receiving employee for an extended
27 period of time beyond the employee's

1 paid leave entitlement, or
 2 b. that incapacitates a member of the
 3 receiving employee's immediate family,
 4 which incapacity requires the employee
 5 to take unpaid time off from work for an
 6 extended period of time to care for that
 7 family member, and
 8 c. which would create a financial hardship
 9 for the receiving employee if he/she
 10 were required to take extended time off
 11 work because he/she has exhausted all
 12 of his or her sick leave and other paid
 13 time off.
 14 d. Absences due to a work-related illness
 15 or injury shall not qualify for use of
 16 catastrophic leave.
 17 "Immediate family" means the spouse or
 18 domestic partner, child, step-child, or foster child
 19 of the employee or domestic partner, parent or
 20 grandparent of the employee, or any other
 21 person living in the receiving employee's
 22 household.
 23 _____ 20.14.2 Any employee may donate up to the current
 24 year's entitlement of sick leave to another
 25 member of the bargaining unit who meets the
 26 criteria above.
 27 _____ 20.14.2.1 To donate sick leave, a unit

1 member must retain one year's
 2 entitlement of sick leave on the
 3 books.
 4 20.14.2.2 A donating employee may donate a
 5 minimum of seven and one-half
 6 (7½) hours of sick leave to another
 7 employee who has been deemed
 8 eligible to receive this leave.
 9 _____ 20.14.2.3 _____ Donated sick leave or vacation
 10 shall be converted for utilization on
 11 a hour for hour basis meaning the
 12 recipient shall be paid at his/her
 13 regular rate of pay.
 14 _____ 20.14.2.4 The Tulare County Office of
 15 Education will credit the receiving
 16 employee's sick leave account with
 17 one day of sick leave from each
 18 donating employee in the order in
 19 which the donation is received by
 20 the Tulare County Office of
 21 Education, and will repeat the
 22 process until the receiving
 23 employee has received the
 24 maximum amount of sick leave
 25 credit that he/she needs or may
 26 accrue under 20.14.3. If, through
 27 the initial process of deducting one

1 day of sick leave credit from each
2 donating employee, the receiving
3 employee does not receive
4 sufficient sick leave credit, the
5 Tulare County Office of Education
6 shall repeat the process by
7 crediting the receiving employee's
8 account with additional sick leave
9 credits from those employees who
10 wish to donate more than one day
11 of sick leave credit.

12 20.14.2.5 Employees may not revoke their
13 donation of sick leave credits.

14 Nevertheless, donated leave not
15 utilized by the recipient prior to
16 return to service shall be returned
17 to the donor.

18 20.14.3 The maximum days allowed to be utilized by one
19 employee shall not exceed their normal annual
20 work year.

21 20.14.4 Employees who are granted the use of donated
22 leave days shall be considered to be in regular
23 paid status and will continue to earn and accrue
24 all contractual and statutory benefits.

25 20.14.5 To utilize this benefit, an employee or the Tulare
26 County Office of Education or CTA may submit a
27 request to the County Superintendent of Schools

1 to "call for donations."

2 20.14.6 The County Superintendent of Schools will grant
3 approval of a catastrophic leave request to an
4 employee if the employee's or their family
5 member's illness or injury conforms to the
6 definition of catastrophic illness or injury set forth
7 in this section and the individual's condition is
8 verified by a physician's written statement.

9 20.14.7 If catastrophic leave has been approved for an
10 employee to care for a family member, all
11 accrued paid leave benefits must be exhausted
12 as personal necessity leave, prior to use of
13 catastrophic leave.

14 20.14.8 Any employee returning from catastrophic leave
15 will be reinstated to their former position.

16 20.14.9 An employee on catastrophic leave for his/her
17 own serious health condition is required to
18 provide a fitness-for-duty certificate from his/her
19 physician before he/she will be reinstated to
20 employment.

1 ARTICLE XXI: SALARIES

2 21.1 Salary schedule will be increased by 0% in all categories
3 effective July 1, 2009. Salary schedule and salary
4 classifications covered by this Agreement are set forth in
5 Appendix A.

6 The hourly rate in Articles 13.2.4 and 13.2.5.9 would be
7 increased to the hourly rate of Class I, Step 1, on the
8 revised salary schedule which is \$32.85.

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

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

19 21.3.1 Lead Teachers will be selected yearly. Teachers
20 interested in being a lead teacher must submit a
21 letter of interest to the Program Manager no later
22 than April 1 each year. Lead Teachers will be
23 selected and placed at sites based on school
24 and program needs. The Tulare County Office
25 of Education will give each Lead Teacher
26 his/her tentative assignment no later than May 1.

27 21.4 Eleven-month employees may choose to be paid over a

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

1 ARTICLE XXII: EMPLOYEE BENEFITS

2 22.1 Employees eligible for health benefits shall be covered
3 by SISC III, PBC 100B-0 Plan, with Mental Health
4 Coverage through PacifiCare Behavioral Health, with a
5 contribution by the Tulare County Office of Education not
6 to exceed \$1,365.32 per month for ten (10) months per
7 certificated employee for the 2009-2010 school year to
8 provide the health insurance package, including health,
9 dental, vision, and prescriptions, under the Tulare
10 County Office of Education's existing plans or such
11 equivalent plans as the Tulare County Office of
12 Education may select, for any full-time employee who
13 elects such coverage. Coverage will be SISC III, PBC
14 100B-0 Plan, with Mental Health Coverage through
15 PacifiCare Behavioral Health affecting certificated
16 employees, to continue at the same level until the
17 expiration of this contract, or, upon mutual agreement
18 between the Association and the County Superintendent
19 of Schools, the contract may be revised at any time
20 during the contract period to consider changes in the
21 benefits in order to reduce employee contributions
22 toward any premium in excess of the maximum amount
23 to be paid by the employee.

24 22.1.1 A certificated employee hired at an 80% contract
25 or higher shall have premiums paid by the Office
26 for their insurance. A certificated employee
27 hired at less than an 80% contract, but at least a

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

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

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

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

25 22.5 Should an employee's employment terminate following
26 the last day of the school year and before the
27 commencement of the ensuing school year, such

1 employee shall be entitled to continued paid coverage
2 under the health, dental, life and vision care plans until
3 October 1 of the ensuing school year unless he/she is
4 eligible for any other group health insurance through
5 subsequent employment or under a spouse's or
6 domestic partner's group insurance. Benefits provided
7 under 22.2 shall not be available to the terminating
8 employee beyond the date of termination.
9 (Benefits provided domestic partners will be available
10 October 1, 2004.)
11 22.6 The parties agree to negotiate on any proposed change
12 in benefits plan administrators.
13 22.7 The Tulare County Office of Education agrees to
14 contribute up to the sum of \$1,365.32 per month for ten
15 (10) months for the 2009-2010 school year for the
16 provision of a health insurance package including health,
17 dental, vision, and prescriptions to any eligible retiree
18 who was hired prior to July 1, 2006, and his/her spouse
19 upon the employee's retirement at age fifty-five (55) with
20 fifteen (15) years of service as a certificated employee in
21 the Tulare County Office of Education or with twenty (20)
22 years of service as a certificated employee in the public
23 school system in California. The benefits shall continue
24 to be paid by the Office until the retiree reaches the age
25 of eligibility for Medicare or until the death of the retiree,
26 whichever comes first. An employee may retire at age
27 sixty (60) with fifteen (15) years of service as a

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

1 primary insurance for the retiree. Retirees who fail to
2 enroll in Medicare will be required to pay a surcharge
3 billed by the Insurance Company to TCOE for failure to
4 enroll in Medicare, Parts A and B.
5 22.8 A term life insurance policy in the amount of \$50,000
6 shall be provided to each employee within the unit. This
7 benefit is not available to retirees mentioned in 22.7.
8 22.9 Tulare County Office of Education shall make available
9 to employees an employee-paid disability plan.

1 ARTICLE XXIII: EMPLOYEE TRAVEL

2 23.1 Schedules of employees who are assigned to more than
3 one (1) school shall be arranged so that no employee
4 shall be required, without his/her consent, to engage in
5 inter-school travel of more than thirty-five (35) miles
6 between sites per day. Such employees shall be notified
7 of any changes in their schedules at least ten (10)
8 working days prior to the proposed changes.
9 23.2 Mileage for private car use will be paid in accordance
10 with the mileage schedule and regulations approved by
11 the County Superintendent of Schools and conforming to
12 the rate per mile as approved by the Internal Revenue
13 Service (IRS).
14 23.3 Itinerant employees are defined as those who are
15 assigned to work in more than one district. Employees
16 who work in two districts with a common administration
17 or two districts within the same city are not included in
18 the definition of itinerant.
19 23.4 All itinerant employees will be reimbursed for mileage
20 traveled each day on the following basis:
21 23.4.1 Point of departure and return for an employee
22 residing within Tulare County shall be
23 designated as his/her residence or the Tulare
24 County Office of Education office, whichever is
25 closer to the first assigned site.
26 23.4.2 Point of departure and return for an employee
27 residing and working within Kings County shall

1 be designated as his/her residence or the Kings
2 County Superintendent of Schools Office,
3 whichever is closer to the first said site
4 assignment.
5 23.4.3 Point of departure and return for an employee
6 working in Tulare County but residing outside the
7 County shall be either the point at which he/she
8 crosses the Tulare County line en route to
9 his/her first site assignment of the day or the
10 Tulare County Office of Education Office,
11 whichever is closer to said first site assignment.
12 23.4.4 Itinerant employees required to perform special
13 assignments for the Tulare County Office of
14 Education, involving travel to other than their first
15 assigned site, will be reimbursed on the same
16 basis as other mileage reimbursements to
17 itinerant employees.
18 23.4.5 Mileage traveled by an employee shall be calcu-
19 lated from the point of departure to the first site
20 assignment, thence to all other sites where
21 services are performed on behalf of the Tulare
22 County Office of Education and finally back to
23 the point of departure.
24 23.4.6 Employees shall submit mileage claims for
25 official mileage required during the performance
26 of their duties.
27 23.4.7 Employees shall be reimbursed for mileage in

1 conformance with 23.2 above.
2 23.5 Employees who are assigned to multiple sites within a
3 district and/or districts within the same city, shall be paid
4 for actual and necessary mileage as computed from the
5 first site assignment of the day to other sites where
6 services are performed on behalf of the Tulare County
7 Office of Education and finally back to the point of
8 departure.
9 23.6 Claims for mileage payment, when a private car is used
10 on official business within the County or when attending
11 conferences or meetings outside the County, shall be
12 submitted on the appropriate form.
13 23.7 All employees required to use their vehicles in the course
14 of their duties shall carry at least the minimum vehicle
15 liability insurance required by the State of California and
16 shall provide the Tulare County Office of Education with
17 an assurance of their insurance coverage within thirty
18 (30) calendar days after the annual renewal date of said
19 policy.

1 ARTICLE XXIV: LAYOFF

2 24.1 In the event that the Tulare County Office of Education's
3 financial abilities are reduced and such reductions
4 necessitate elimination of a particular service, all
5 bargaining unit members so affected will receive layoff
6 notices on or before March 15.

7 24.2 All bargaining unit members affected by layoff notices
8 shall receive three (3) days of fully paid leave for the
9 purpose of seeking other employment. Such leave is to
10 be requested at least forty-eight (48) hours in advance,
11 and the minimum absence requested shall be no less
12 than fifty (50) percent of the regular workday.

13 24.3 A unit member who is laid off is entitled to continue
14 enrollment, along with his/her dependents, in any health
15 and welfare plan offered by the Tulare County Office of
16 Education to unit members, with payment by the Tulare
17 County Office of Education of the necessary premiums,
18 for three (3) months beyond the final termination date,
19 unless he/she is eligible for any other group health
20 insurance through subsequent employment or under a
21 spouse's group insurance. Benefits provided under 22.2
22 shall not be available to the laid-off employee beyond the
23 date of termination.

24 24.4 Laid-off unit members shall have first priority, by creden-
25 tials, classifications, and seniority, for filling any vacan-
26 cies or open positions which occur up to thirty-nine (39)
27 months following the effective date of his/her layoff.

1 24.5 Laid-off unit members shall have notification of openings
2 as described in 17.4.5 via registered or certified mail.

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

1 ARTICLE XXV: EFFECT OF AGREEMENT

2 25.1 It is the intention of the parties that this Agreement set
3 forth the full and entire understanding of the parties
4 regarding all matters set forth herein, and any prior or
5 existing understanding or agreements by or between the
6 parties, whether formal or informal, regarding any such
7 matters are hereby superseded and terminated in their
8 entirety.

9 25.2 Unless otherwise specifically provided herein, it is
10 agreed and understood that each party hereto voluntarily
11 waives and unqualifiedly relinquishes its right to meet
12 and negotiate and agrees that the other party shall not
13 be required to negotiate with respect to any subject or
14 matter covered herein, or with respect to any matter not
15 covered herein, even though such subject or matter may
16 not have been within the knowledge or contemplation of
17 either or both of the parties at the time they met and
18 negotiated this Agreement, and even though any such
19 subject or matter was proposed and later withdrawn.

20 25.3 Any agreement, alteration, understanding, variation,
21 waiver, or modification of any of the terms or provisions
22 contained herein shall not be binding upon the parties
23 hereto unless made and executed in writing by all parties
24 hereto.

25

1 ARTICLE XXVI: MISCELLANEOUS

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

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

1 ARTICLE XXVII: SAVINGS CLAUSE

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

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

1 ARTICLE XXIII: PROCEDURE FOR "NEW" PROBATIONARY
2 CERTIFICATED EMPLOYEE DISMISSAL OR SUSPENSION
3 DURING THE SCHOOL YEAR

4 28.1 Application:

5 This procedure applies to the dismissal or suspension
6 during the school year of certificated employees whose
7 probationary period commenced during or after the
8 1991-92 school year.

9 28.2 Definition:

10 For purposes of this procedure, a work day is defined as
11 a day when the administrative offices of the Tulare
12 County Office of Education are regularly open for
13 business.

14 28.3 Notice of Dismissal or Suspension:

15 28.3.1 A Notice of Dismissal or Suspension shall be
16 given at least thirty (30) days prior to the stated
17 effective date of such action and no later than
18 March 15 of the employee's second probationary
19 year.

20 28.3.2 The Notice of Dismissal or Suspension shall
21 state the reasons for such action and shall state
22 that the employee has the right to appeal.

23 28.3.3 If the reasons for the action include
24 unsatisfactory performance, a copy of the last
25 evaluation shall be included with the Notice of
26 Dismissal or Suspension.

27 28.4 Suspension:

1 28.4.1 Suspension may be proposed or determined for
2 a specified period of time.
3 28.4.2 Suspension is without pay and for a stated
4 number of work days and may be initially
5 proposed by the Tulare County Office of
6 Education, recommended by the hearing officer
7 or determined by the County Superintendent of
8 Schools.
9 28.4.3 When suspension is initially proposed by the
10 Tulare County Office of Education, no more
11 severe penalty may be recommended by the
12 hearing officer or determined by the County
13 Superintendent of Schools.
14 28.5 Grounds:
15 28.5.1 One ground for dismissal or suspension is
16 unsatisfactory performance as determined by an
17 evaluation conducted in accordance with the
18 Stull Act and any current policy, if applicable, or
19 negotiated contract provisions.
20 28.5.2 The second ground or basis for dismissal or
21 suspension is any one or more of the causes
22 specified in Education Code section 44932.
23 28.6 Request for Hearing:
24 The employee must file a written request for hearing
25 within fifteen (15) calendar days of receipt of the Notice
26 of Dismissal or Suspension. Filing means receipt in the
27 County Superintendent of School's Office designated no

1 later than regular close of business on the last day of
2 filing period. Failure to file such request in a timely
3 manner shall be deemed a waiver of the right to a
4 hearing, and the proposed action shall be effective upon
5 action by the County Superintendent of Schools without
6 notice of hearing.
7 28.7 Conduct of Hearing:
8 28.7.1 Whenever a hearing is requested as provided
9 above, the County Superintendent of Schools
10 shall decide, in his/ her discretion, whether to
11 conduct the hearing without the assistance of the
12 Office of Administrative Hearings, or to contact
13 the Office of Administrative Hearings for the
14 services of an administrative law
15 judge appointed by that office to conduct the
16 hearings.
17 28.7.2 The conduct of the hearing, whether presided
18 over by the County Superintendent of Schools or
19 by an administrative law judge, shall be in
20 accordance with the rules and procedures set
21 forth in the Administrative Procedure Act
22 (Government Code sections 11500 and
23 following).
24 28.7.3 Non-substantive procedural errors committed by
25 the Tulare County Office of Education, the
26 hearing officer, or the County Superintendent of
27 Schools shall not affect the decision unless the

1 errors are prejudicial.

2 28.8 Decisions of the County Superintendent of Schools:
3 The decision of the County Superintendent of Schools
4 (i.e., in cases in which the County Superintendent of
5 Schools presided over the hearing) shall be in writing
6 and shall state findings of fact and determinations of the
7 issues.

8 28.9 Decisions of the Administrative Law Judge:
9 If an administrative law judge presides over the hearing,
10 his/ her recommended decision shall be in writing and
11 shall state findings of fact and determinations of the
12 issues.

13 28.10 Review by the County Superintendent of Schools:
14 The County Superintendent of Schools within ten (10)
15 days after receiving the recommended decision of the
16 Administrative Law Judge shall act upon that decision. If
17 the County Superintendent of Schools decides not to
18 approve an adverse decision or decides to modify a
19 decision, he/she must read the transcript of the
20 proceedings, review the exhibits, listen to arguments,
21 and state his/her reasons for disapproval or modification
22 of the decision of the Administrative Law Judge.

1 ARTICLE XXIX: MAINTENANCE OF BENEFITS

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

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

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

1 ARTICLE XXX: LIMITATIONS TO ENCROACHMENT ON

2 BARGAINING UNIT WORK

- 3 30.1 No supervisor or management employee of the Tulare
4 County Office of Education will perform bargaining unit
5 work during more than three-and-three quarters (3 3/4)
6 hours in any five (5) workday period, nor shall such
7 individual provide direct services to more than three (3)
8 students during said five (5) day period.
- 9 30.2 The total of all bargaining unit work performed by
10 management and/or supervisory employees of the
11 Tulare County Office of Education shall not exceed forty
12 nine (49%) percent of a full-time bargaining unit position
13 during any fiscal year of the Tulare County Office of
14 Education.
- 15 30.3 Upon request, the specific work schedules of
16 management employees performing bargaining unit work
17 shall be made available to the Association.

1 ARTICLE XXXI: PEER ASSISTANCE AND REVIEW PROGRAM

2 COMPONENTS

- 3 31.1 There shall be a Peer Assistance and Review (PAR)
4 Program, hereafter referred to as Program, for all
5 teachers. The PAR Program provides a mechanism
6 whereby exemplary teachers assist other teachers in the
7 areas of subject matter knowledge, teaching strategies,
8 teaching methods, and instruction. The Program shall
9 have three components:
- 10 31.1.1 Referred Permanent Teacher Peer Assistance
11 Program: This component shall provide peer
12 assistance to permanent teachers who receive
13 an unsatisfactory evaluation in the area of
14 subject matter knowledge, teaching strategies,
15 teaching methods and/or instruction.
- 16 31.1.1.1 Teachers receiving an
17 unsatisfactory evaluation in the area
18 of subject matter knowledge,
19 teaching strategies, teaching
20 methods and/or instruction will be
21 referred to the PAR Program by the
22 evaluator for assistance under this
23 Program.
- 24 31.1.1.2 Teachers eligible for the PAR
25 Program include the following
26 teachers with permanent status:
27 Teachers of the Severely

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

14 31.1.2 Voluntary Teacher Peer Assistance Program:

15 This component shall provide assistance to
16 teachers who volunteer for the Program.

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

24 31.1.2.2 If a teacher is accepted into the PAR
25 Program as a volunteer,
26 documentation will not be placed
27 into the personnel file only so long

1 as participation continues on a
2 voluntary basis.

3 31.1.3 Beginning Teacher Assistance Program: This
4 component shall provide peer assistance to
5 teachers participating in Intern and Beginning
6 Teacher and Support (BTSA) programs, as well
7 as first and second year teachers. Participation
8 in the Program shall not create nor expand any
9 rights to retention or permanency as set forth in
10 Education Code Section 44929.21 pertaining to
11 probationary employees.

12 31.2 Peer Assistance and Review Panel

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

1 31.2.2__Panel members will be selected by February 1st
2 of each year and serve staggered terms of two
3 years.
4 _____31.2.3__Qualifications for the teacher members of the
5 Panel shall be the same qualifications for a peer
6 coach.
7 31.2.4 If a member of the Panel leaves the Panel prior
8 to the completion of his or her term, the vacant
9 position shall be filled for the remainder of the
10 term in the same manner by which the departed
11 member was originally chosen or designated.
12 _____31.2.5 The PAR Panel shall be responsible for:
13 31.2.5.1 Establishing its own rules of
14 procedure;
15 31.2.5.2 Selecting its own chairperson;
16 31.2.5.3 Providing annual training for PAR
17 Panel members;
18 31.2.5.4 Establishing a procedure for
19 application and selection of peer
20 coaches;
21 31.2.5.5 Selecting and assigning peer
22 coaches;
23 31.2.5.6 Accepting referrals for permanent
24 teacher peer assistance from
25 evaluators;
26 31.2.5.7 Reviewing applications from
27 teachers who volunteer to

1 participate in the Program and
2 admitting such teachers based on
3 the availability of funding and peer
4 coaches;
5 31.2.5.8 Sending written notification of
6 participation in the PAR Program to
7 the participating teacher, peer
8 coach, and the program manager,
9 administrator, or designated
10 evaluator;
11 31.2.5.9 Meeting at least four (4) times
12 annually to review the work of the
13 coaches with their caseloads.
14 Generally the Panel shall meet
15 within the Panel members' workday;
16 however, work after 3:45 p.m. shall
17 be compensated at an hourly rate of
18 \$32.85 per hour;
19 31.2.5.10 Monitoring the work of peer coaches
20 and their documentation;
21 31.2.5.11 Reviewing peer review reports
22 prepared by peer coaches;
23 31.2.5.12 Monitoring the progress of referred
24 permanent teacher peer assistance,
25 and informing the County
26 Superintendent of Schools of the
27 names of referred permanent PAR

1 participants who have not
2 demonstrated “satisfactory
3 improvement” after receiving
4 sustained assistance from a peer
5 coach. All reports pursuant to this
6 provision shall be made to the
7 County Superintendent of Schools
8 not later than March 1st of the
9 school year in which the PAR
10 program was utilized to assist a
11 teacher.

12 31.2.5.13 Annually evaluating the impact of
13 the Program in order to improve its
14 effectiveness. The Program
15 evaluation shall be presented to the
16 County Superintendent of Schools
17 no later than June 1 of each school
18 year.

19 31.1.5 A Panel member shall neither participate in
20 discussion nor vote on any matter affecting a
21 relative.

22 31.1.6 If an administrator on the PAR Panel refers a
23 teacher he/she directly supervises to the Panel,
24 the administrator shall no longer serve as a
25 Panel member. The County Superintendent of
26 Schools will appoint an administrator to serve for
27 the duration of that member's term or until the

1 teacher completes the Program, in which case
2 the administrator may resume his/her service as
3 a Panel member for the duration of his/her term.

4 31.3 Peer Coaches

5 31.3.1 The number of coaches shall be determined by
6 the number of eligible participants in the PAR
7 Program and funding available from the state for
8 the Program.

9 31.3.2 Coaches shall have staggered terms.

10 Approximately half of the coaches shall have
11 two-year terms and the remainder three-year
12 terms. After this start-up period, each coach
13 shall have a two-year term. Peer Coaches may
14 not serve more than two consecutive terms, but
15 may re-apply following at least a one-year break
16 in service.

17 31.3.2.1 All such terms are subject to annual
18 evaluation by the Panel. The
19 documentation of such evaluation shall
20 not be made a part of the coach's
21 personnel file, except upon the written
22 request of the individual coach.

23 31.3.2.2 All such terms are subject to annual
24 program needs.

25 31.3.3 The parties do not see this position as a part of
26 the career ladder of an individual who seeks to
27 be an administrator in the county office.

1 31.3.4 Coaches shall be selected by the PAR Panel,
2 and they are assigned by the Panel to assist
3 another teacher who is in need of development
4 of subject matter knowledge, teaching strategies,
5 teaching methods or instruction.
6 31.3.5 In order to be selected as a peer coach, a
7 teacher must possess the following requisite
8 minimum qualifications:
9 31.3.5.1 A credentialed teacher with
10 permanent status;
11 31.3.5.2 Three (3) years of recent classroom
12 teaching experience;
13 31.3.5.3 Demonstrated exemplary teaching
14 ability as provided by Education
15 Code Section 44501©) and reflected
16 in the applicant's performance
17 evaluations;
18 31.3.5.4 Effective leadership skills;
19 31.3.5.5 Extensive knowledge of subject
20 matter and mastery of a range of
21 teaching strategies including
22 classroom management and
23 instructional techniques;
24 31.3.5.6 Ability to work cooperatively and
25 effectively with other staff members;
26 31.3.5.7 Willing to participate in peer coach
27 training.

1 31.3.6 Peer coaches shall be selected in the following
2 manner:
3 31.3.6.1 Candidates must file an application
4 with the Panel.
5 31.3.6.2 Panel members may observe
6 candidates for peer coach
7 performing in their classrooms prior
8 to the selection. Observations will
9 be arranged with the site
10 administrator and the candidate.
11 31.3.6.3 Selection of a peer coach shall be
12 by majority vote of the Panel.
13 31.3.7 Coaches shall have responsibility for a maximum
14 of three (3) teachers.
15 31.3.8 The peer coach and participating teacher shall
16 prepare an Individual Assistance Plan which
17 outlines the assistance to be provided as well as
18 time lines.
19 31.3.9 Teachers who function as a Support Provider for
20 BTSA Participants or are assigned as a Peer
21 Coach for a teacher referred to the PAR
22 Program because of "unsatisfactory
23 performance" as defined in Section 31.4.2 shall
24 receive a stipend of \$2,000 per BTSA Participant
25 or Referred Teacher they coach; and teachers
26 who function as a Peer Coach for Intern
27 teachers or first year teachers shall receive a

1 stipend of \$1,000 per Intern or new teacher they
2 coach.
3 31.3.10 PAR Panel members are not eligible to be peer
4 coaches while they serve as Panel members.
5 31.4 Referred Permanent Teacher Peer Assistance Program
6 31.4.1 The purpose of this Program is to provide
7 assistance and renew quality teaching and offer
8 remediation to permanent teachers whose
9 performance has been evaluated as
10 "unsatisfactory" in either subject matter
11 knowledge, teaching strategies, teaching
12 methods or instruction by evaluator. In addition,
13 it shall be the obligation of the Panel to report the
14 results of this intervention to the County
15 Superintendent of Schools.
16 31.4.2 This Program shall be limited to addressing
17 those areas of performance set forth in the
18 evaluation document listed as "unsatisfactory"
19 encompassed in the areas of subject matter
20 knowledge, teaching strategies, teaching
21 methods or instruction. A permanent teacher
22 who receives two "unsatisfactory" ratings or
23 three "needs improvement" ratings in any or all
24 of Standards 1- 5 on the Evaluation of Teaching
25 Performance Objectives and Standards of
26 Student Progress form shall be referred to the
27 PAR Program.

1 31.4.3 Assistance provided by the peer coach shall
2 focus on the specific areas recommended for
3 improvement by the participating teacher's
4 evaluator based upon the unsatisfactory rating or
5 ratings in the performance evaluation that
6 resulted in the referral to the PAR Program.
7 31.4.4 Assistance and remedial efforts and activities
8 shall be intense and multifaceted, and shall be
9 preceded by a conference in the spring of the
10 year when the teacher receives the
11 "unsatisfactory" evaluation. The conference
12 shall involve the teacher being referred, the
13 evaluator who evaluated the teacher, and coach,
14 to begin the development of an Individual
15 Assistance Plan. If the permanent teacher so
16 desires, the Association shall provide
17 representation in this meeting.
18 31.4.5 The assistance shall be provided by peer
19 coaches under this Article and shall be closely
20 monitored by the PAR Panel.
21 31.4.6 The course of assistance shall include one or
22 more of the following:
23 31.4.6.1 Multiple classroom observations by
24 the peer coach;
25 31.4.6.2 Assistance specific to the area of
26 subject matter knowledge, teaching
27 strategies, teaching methods or

1 instruction which has been
2 evaluated to be “unsatisfactory”, or
3 other areas deemed in need of
4 assistance by the peer coach during
5 the period of assistance;
6 31.4.6.3 Opportunities for the teacher
7 receiving assistance to observe
8 exemplary practice, either by the
9 peer coach or other exemplary
10 teachers;
11 31.4.6.4 Office-provided professional
12 development opportunities;
13 31.4.6.5 Conference attendance, often in the
14 company of the peer coach, to
15 facilitate reflection on how this
16 experience fits into the Individual
17 Assistance Plan;
18 31.4.6.6 Other forms of assistance which the
19 peer coach and the Panel may
20 provide; and
21 31.4.6.7 The parties understand that every
22 possible subject matter competency
23 may not be available within the
24 corps of coaches, and therefore, it
25 shall occasionally be necessary to
26 secure additional assistance to fully
27 address identified deficiencies. In

1 such cases, the peer coach shall
2 maintain prime responsibility for the
3 Individual Assistance Plan, but may
4 function more like a case carrier
5 who assures the availability of
6 appropriate resources.
7 31.4.7 Communication and consultation between the
8 evaluator, referred teacher and peer coach shall
9 be ongoing.
10 31.4.8 Nothing in this article precludes the evaluator or
11 administrative staff from doing observations and
12 evaluations nor from notifying the teacher
13 verbally and/or in writing regarding incidents or
14 events related to the teacher’s fulfillment of his or
15 her professional obligations.
16 31.4.9 At least three (3) written peer review reports will
17 be submitted to the Panel by the Peer Coach
18 periodically as set forth by the Panel prior to
19 February 15. The coach will share all written
20 and verbal evaluation reports during a
21 conference with the teacher, prior to submission
22 to the Panel. A copy of the written reports will be
23 provided to the evaluator.
24 31.4.10 The peer coach shall submit an oral and written
25 final report regarding the teacher’s participation
26 in PAR to the Panel no later than February 15.
27 This report shall describe the measures of

1 assistance provided to the teacher and describe
2 the results of the assistance in the area or areas
3 recommended for improvement. The final report
4 shall become a part of the permanent teacher's
5 personnel file. The teacher shall have the
6 opportunity to attach his or her comments.

7 31.4.10.1 The teacher and evaluator may be
8 present for the coach's presentation
9 and will be given an opportunity to
10 respond to the report.

11 31.4.11 The Panel shall forward to the County
12 Superintendent of Schools the names of
13 participating teachers, who after sustained
14 assistance, are not able to demonstrate
15 satisfactory improvement.

16 31.4.12 The participating teacher will continue
17 participating in the PAR Program until the PAR
18 Panel determines the teacher no longer benefits
19 from participation in the PAR Program, or the
20 teacher receives a satisfactory evaluation, or the
21 teacher is separated from service with the Tulare
22 County Office of Education. The Tulare County
23 Office of Education has the sole authority to
24 determine whether the participating teacher has
25 been able to demonstrate satisfactory
26 performance.

27 31.5 Referred Permanent Teacher Due Process Rights

1 31.5.1 The permanent teacher shall be entitled to
2 review all reports generated by the peer coach
3 prior to their submission to the Panel and to have
4 affixed thereto his or her comments. To
5 effectuate this right, the peer coach shall provide
6 the permanent teacher being reviewed with
7 copies of such reports at least five (5) working
8 days prior to any such meeting.

9 31.5.2 The permanent teacher shall have a right to be
10 represented by the Association in any meetings
11 of the Panel to which they are called, and shall
12 be given a reasonable opportunity to present his
13 or her point of view concerning any report being
14 made.

15 31.5.3 The permanent teacher shall have the right to
16 timely progress reports.

17 31.5.4 The permanent teacher shall have the right to
18 present reasons why a specific peer coach
19 should be replaced and another coach
20 substituted and to have those reasons
21 considered.

22 31.5.5 A teacher shall not have access to the grievance
23 process to challenge the content of reports, or
24 decisions by the Panel, but may file responses,
25 which shall become part of the official record of
26 the intervention.

27 31.5.6 This Program in no manner diminishes the legal

1 rights of bargaining unit members.

2 31.6 Voluntary Teacher Peer Assistance Program

3 31.6.1 A teacher may volunteer for the peer assistance

4 program. The PAR Panel will determine whether

5 the teacher may participate in the program. All

6 participants referred to the PAR Program based

7 on an unsatisfactory evaluation will be served

8 prior to accepting any voluntary participants.

9 31.6.2 The coach and teacher will meet to determine

10 the volunteer teacher's needs and jointly develop

11 an Individual Assistance Plan. This plan will

12 draw from the course of assistance that is

13 available through the PAR Program enumerated

14 in 31.4.6 and include time lines.

15 31.6.3 Coaches will provide oral and written feedback

16 documentation to the volunteer teacher.

17 Communication between a voluntary participant

18 and his or her coach concerning participation in

19 the Program shall remain confidential.

20 31.6.4 Documentation will not be placed in the

21 personnel file only so long as participation

22 continues to be on a voluntary basis.

23 31.6.5 The volunteer teacher may terminate his or her

24 participation in the Program at any time.

25 31.7 Beginning Teacher Assistance Program

26 31.7.1 Beginning Teachers may participate in the PAR

27 Program with the approval of the PAR Panel. All

1 participants referred to the PAR Program based

2 on an unsatisfactory evaluation will be served

3 prior to accepting any beginning teacher

4 participants.

5 31.7.2 The coach and teacher will meet to determine

6 the beginning teacher's needs and jointly

7 develop an Individual Assistance Plan. This plan

8 will draw from the course of assistance that is

9 available through the PAR Program enumerated

10 in 31.4.6 and include time lines.

11 31.7.3 Coaches will provide oral and written feedback

12 documentation to the beginning teacher.

13 Communication between a beginning teacher

14 and his or her coach concerning participation in

15 the Program shall remain confidential.

16 31.7.4 Documentation will not be placed in the

17 personnel file.

18 31.8 Miscellaneous Provisions

19 31.8.1 Expenditures for the Program shall not exceed

20 revenues received from the state for the PAR

21 Program.

22 31.8.2 Funds shall be set aside to allow for release

23 days and/or conferences as developmental tools

24 for teachers and peer coaches assigned to the

25 Program.

26 31.8.3 It is the intent of the Tulare County Office of

27 Education and Association that this Article

1 remain in effect for as long as specific state
2 funding for the California Peer Assistance and
3 Review Program for Teachers is received by the
4 Tulare County Office of Education. If state
5 funding for the PAR Program is eliminated, this
6 Article shall expire and have no force or effect
7 without the need for further action by either the
8 Tulare County Office of Education or the
9 Association. The Tulare County Office of
10 Education shall notify the Association in writing
11 that the PAR Program has been eliminated.
12 31.8.4 The Tulare County Office of Education and
13 Association agree that this Article shall be
14 reopened if either the Education Code section
15 44500 et. seq. or the State's implementation
16 guidelines or regulations are modified in any
17 manner that adversely impacts a term of the
18 Article. The parties further agree that this Article
19 may be reopened at any time by mutual
20 agreement.
21 31.9 Superintendent Review of Recommendations by Panel
22 Nothing herein shall preclude the County Superintendent
23 of Schools from examining information which he/she is
24 entitled by law to review in connection with the evaluation
25 of and/or decision to retain in employment, probationary
26 or temporary certificated employees.
27 31.10 Retention of Education Code Rights: Nothing herein shall

1 modify or in any manner affect the rights of the County
2 Superintendent of Schools/Tulare County Office of
3 Education or teacher under provisions of the Education
4 Code relating to employment, classification, retention or
5 non-reelection of certificated staff.
6 31.10.1 Nothing herein shall modify or affect the County
7 Superintendent of School's right to issue notices
8 of unsatisfactory performance and/or
9 unprofessional conduct pursuant to Education
10 Code Section 44938.
11 31.11 Hold Harmless: The Tulare County Office of Education
12 shall hold harmless the members of the PAR Panel and
13 the peer coaches for any liability arising out of their
14 participation in this Program as provided by Education
15 Code Section 44503©). All legal costs for the above will
16 be borne by the Tulare County Office of Education.
17 31.12 Confidentiality: All proceedings and materials related to
18 the administration of this program shall be strictly
19 confidential. Therefore, Panel members and coaches
20 may disclose such information only as necessary to
21 administer the Program.
22 31.13 Records: Documents and writings relating to an
23 employee's participation in the PAR program are
24 regarded as personnel matters and shall be subject to
25 the personnel record exemption of the Public Records
26 Act (Government Code section 6250 et. seq.).
27 31.14 Non-Management/Supervisory Status: Functions

1 performed by teacher Panel members and/or peer
2 coaches pursuant to the Program shall not constitute
3 either management or supervisory functions as defined
4 by subdivisions (g) and (m) of Section 3540.1 of the
5 Government Code.

6 31.15 Association Representation: A participating teacher has
7 the right to be represented throughout these procedures
8 by the Association representative of his or her choice.
9

1 ARTICLE XXXII: ORGANIZATIONAL RIGHTS AND
2 RESPONSIBILITIES

3 32.1 Organizational Security

4 32.1.1 It is the mutual intention of the parties that the
5 provisions of this Article protect the right of
6 individual employees without restricting the
7 Association's right to require every bargaining
8 unit employee, except those exempt from these
9 provisions, to pay a fair share of the cost of
10 collective bargaining activities.

11 _____ 32.1.2 Except as expressly exempted herein, all
12 employees in the bargaining unit who do not
13 maintain membership in good standing in the
14 Association are required, as a condition of
15 continued employment, to pay service fees to
16 the Association, in amounts that do not exceed
17 the periodic dues of the Association, for the
18 duration of this agreement.

19 32.1.3 No employee shall be obligated to pay dues or
20 service fees to the Association until the first of
21 the month following thirty (30) calendar days
22 after the employee first comes into the
23 bargaining unit.

24 32.1.4 Any employee who is a member of a religious
25 body whose traditional tenets or teachings
26 include objections to joining or paying service
27 fees to employee organizations shall not be

1 required to join, maintain membership in, or pay
2 service fees to the Association, as a condition of
3 employment. However, such employee shall be
4 required, in lieu of a service fee required by this
5 agreement, to pay sums equal to such service
6 fees to one of the following non-religious
7 organizations exempt from taxation under
8 Section 501(c)(3) of Title 26 of the Internal
9 Revenue Code:
10 United Way
11 Two Together for Life
12 Tulare County Office of Education
13 Foundation (pending receipt of Section
14 501(c)(3) Tax Exempt Status)
15 32.1.5 Any employee claiming this religious exemption
16 must file a written request for exemption with
17 CTA. Forms for this purpose may be obtained
18 from the Association. If the request is granted,
19 the employee shall, as a condition of continued
20 exemption from the requirement of paying
21 service fees to the Association, furnish the
22 Association with copies of receipts from the
23 charity selected, as proof that such payments
24 have been made, or shall authorize payroll
25 deduction of such payments. No in-kind
26 services may be received for payments, nor may
27 the payment be in a form other than money,

1 such as the donation of used items. Such proof
2 shall be presented on or before the due date for
3 cash dues/fees for each year.
4 32.1.6 Any certificated employee represented by the
5 bargaining unit making payments as set forth in
6 sections above, and who requests that the
7 grievance provisions of this Agreement be used
8 in his or her behalf, shall be responsible for
9 paying the reasonable cost of using said
10 grievance procedures.
11 32.2 Dues and Service Fee Deductions
12 32.2.1 The Association has the sole and exclusive right
13 to have employee organization membership
14 dues and service fees deducted by the Office for
15 employees in the bargaining unit.
16 32.2.2 The Office shall deduct, in accordance with the
17 Association dues and service fee schedule,
18 dues, service fees or payments to charity in lieu
19 of service fees from the wages of all employees
20 who are represented by the Association. The
21 Association will provide the Office with a dues
22 and service fee schedule.
23 32.2.3 The Office shall, without charge, pay to the
24 Association according to the established payroll
25 schedules, the deduction of all sums so
26 deducted, except that the Office shall pay to the
27 designated charity sums deducted in lieu of

1 service fees from the wages of employees
2 whose requests for religious exemption pursuant
3 to this Agreement have been approved by the
4 Association. Charity deductions shall be made
5 through authorized payroll deductions. A list of
6 unit members and service fee payers and the
7 amount deducted through payroll deduction will
8 be sent to CTA monthly.

9 32.2.4 Nothing contained herein shall prohibit an
10 employee from paying service fees directly to the
11 Association.

12 32.2.5 The Office shall notify the Association chapter
13 treasurer if any member of the bargaining unit
14 revokes a dues, service fee or payment in lieu of
15 service fee deduction authorization.

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

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

1 ARTICLE XXXIII: DURATION AND REOPENERS

2 The term of the Agreement shall expire on June 30, 2012. Each
3 party may open salary, fringe benefits, and up to two other
4 articles for the 2010-2011 school year. The Office and
5 Association reserve the right to meet and negotiate at any time
6 during the school year on contract issues that may arise during
7 the term of this contract.

TULARE COUNTY OFFICE OF EDUCATION
 CERTIFICATED SALARY SCHEDULE
 School Year 2009-2010

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

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

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

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

Adopted September 25, 2009.

