

**Agreement Between  
the Trinity County Office of Education  
& the Trinity County Teachers Association  
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## **ARTICLE 1 – AGREEMENT**

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- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as the Agreement) by and between the Trinity County Superintendent of Schools (hereinafter referred to as the Superintendent) and the Trinity County Office of Education Teachers Association ((hereinafter referred to as the Association). This Agreement is entered into pursuant to Chapter 10.7, sections 3540-3549 of the Government Code hereinafter referred to as the EERA).
- 1.1.1 Any individual contract between the Superintendent and a unit member shall be subject to and consistent with the terms and conditions of this Agreement.
- 1.1.2 The terms and conditions of this Agreement shall supersede any rules, regulations, and practices which affect unit member wages, hours, and working conditions.

## **ARTICLE 2 – RECOGNITION**

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- 2.1 The Superintendent recognizes the Association as the exclusive bargaining representative for the certificated County Office employees certified by the PERB on September 4, 1997. This unit shall include all certificated personnel, exclusive of management, confidential, and supervisory personnel as defined in the EERA, for the purpose of meeting and negotiating. All newly created certificated positions shall be added to the representation unit.

## **ARTICLE 3 – NON-DISCRIMINATION**

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- 3.1 The Superintendent shall comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination Act of 1967, the California Fair Employment and Housing Act, Education Code Sections 44100, 44105, and 44830; Public Law No. 101-336 (American With Disabilities Act), Education Code Sections 212.5 and 120.6 (sexual harassment), and Government Code 3543.5.

## **ARTICLE 4 – SUPERINTENDENT RIGHTS**

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- 4.1 The parties agree that the Superintendent shall retain all of his powers and authority to direct, manage, and control to the extent of the law except as limited by law and the express terms and conditions of this Agreement.
- 4.2 The exercise of powers, rights, authority, duties, and responsibilities by the Superintendent, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be consistent with and limited only by law and the specific terms and conditions of this Agreement.
- 4.3 Notwithstanding any other provisions of this Article, the parties agree that this Article is not intended as a general or specific waiver of any right of the Association or unit members.

## **ARTICLE 5 – ASSOCIATION RIGHTS**

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- 5.1 The Association has the right under the EERA to represent bargaining unit members in their employment relations with the Superintendent. Nothing in this Agreement shall be construed as a waiver of such rights.
- 5.2 The Association shall have the right to use the regular County mail service and unit member mailboxes, as well as email/voice mail for communications to members without interference, censorship, or examination of such communications by the Superintendent or other County Office staff.
- 5.3 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards.
- 5.4 The Association shall have the right to post notices of activities and matters of Association concern via email.
- 5.5 The Association may use Superintendent facilities when not otherwise in use, for the purpose of meetings concerned with the exercise of rights guaranteed by the Educational Employment Relations Act. Superintendent regulations regarding the use of facilities must be followed.
- 5.6 Authorized representatives of the Association shall have the right to transact official Association business on school or County Office property and utilize facilities provided that such activities or use do not interfere with classroom instruction.

- 5.7 The Superintendent, upon request by the Association, agrees to furnish the Association, within ten days, any public information concerning the financial resources and certificated and classified staffing of the County. Such information shall include, but not be limited to: annual financial reports and audits, budgets, interim reports, J-90s, assignment location of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings and all attachments thereto, at the time of distribution to the Board, census and membership data, names, addresses, and phone numbers of all unit members.

## **ARTICLE 6 – NEGOTIATIONS**

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- 6.1 No later than April 1 of the year in which this Agreement expires, the Association and the Superintendent shall submit their initial proposals to each other for a successor Agreement. The Superintendent shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 6.2 No later than April 1 of the interim years of this Agreement, the parties shall submit their proposals to each other. The parties may open on Compensation and two articles each for the purpose of reopeners. The Superintendent shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.
- 6.3 The parties shall commence to meet and negotiate on reopeners or a successor Agreement no later than ten days after the completion of the public notice requirements. Any Agreement reached between the parties shall be reduced to writing and signed by them.
- 6.4 Within thirty days of ratification of the Agreement by both parties, the Superintendent shall have thirty-five copies prepared and delivered to the Association for distribution to each unit member, and provide seven additional copies for use by the Association. The Superintendent shall give a copy of the Agreement to any new bargaining unit members hired during the term of the Agreement.
- 6.5 The timelines in this Article may be waived by mutual written agreement by the parties.
- 6.6 Before seeking any waiver of state or federal law, regulations, or school board policy for the Superintendent or a particular work site that could affect the working conditions of any unit members, the Superintendent shall make available to the Association such request for waiver and seek

the approval of the Association. Barring such approval, the Superintendent shall not seek the waiver.

## **ARTICLE 7 – HOURS OF EMPLOYMENT**

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- 7.1. The workdays shall be consistent with the Trinity County Office of Education calendar contained in Appendix "A". The calendar for each school year shall be developed in conjunction with the Association.
- 7.2. The Resource Specialist, Language-Speech Specialists, Special Day Class teachers, Nurses and all other certificated unit members on the certificated teachers salary schedule, shall render services to the Superintendent on 180 pupil attendance days plus three days prior to the first pupil attendance day and one day after the last pupil attendance day as scheduled on the calendar; or equivalent hours by mutual agreement of the employee and the supervisor.
- 7.3. The Psychologists and the Counselor's shall render services to the Superintendent on 194 days.
- 7.4. The workday for unit members serving at one site, shall be the same as that of the certificated staff of the school district in which the special class or service is provided. The instructional day shall be, in length and time, the same as for the regular classes of pupils of similar age.
- 7.5. The workday for Psychologists, Counselors, Language-Speech Specialists, itinerant Resource Specialists and Nurses shall be from 8:00 a.m. to 4:00 p.m. and shall include travel time. This workday may be modified by the voluntary, mutual agreement of the employee and the supervisor.
- 7.6. The workday for the teaching unit members shall be from thirty (30) minutes before the beginning of class to thirty (30) minutes after class is dismissed.
- 7.7. All unit members shall be responsible for other professional activities outside of the above work periods, including meetings with parents of students, staff meetings, advisory committee meetings, I.E.P. meetings, and evaluation and placement meetings.
- 7.8. All unit members shall be provided a minimum of a thirty (30) minute duty-free lunch period.
- 7.9. On workdays of non-student attendance, unit members shall report for duty as designated by their Supervisor, except that the designated duty hours shall not exceed those of a normal work day.
- 7.10. No unit member will be required to serve on any committee not listed without her/his voluntary concurrence.

### **Preparation Time**

- 7.11. Up to two (2) contract days of release time may be used for each full time credentialed teacher for IEP preparation. Requests for IEP preparation days shall be submitted to the SELPA director/designee at least 24 hours in advance.
- 7.12. Teachers who are assigned to teach full-time at a high school site shall be entitled to the same number of minutes of teacher preparation time per day as the general education teachers at the site.
- 7.13. Teachers who are assigned to elementary sites and itinerant teachers/specialists shall be entitled to forty-five (45) minutes of teacher preparation time per day.
- 7.14. Teachers assigned full-time to special classes for students with significant disabilities shall be entitled to one full preparation day per month, for a total of nine (9) days during each school year.
- 7.15. Requests for preparation days shall be submitted to the SELPA Director/Designee at least 24-hours in advance.
- 7.16. Teacher preparation time shall be used to address the academic achievement of students and may include activities such as planning and developing lessons and curriculum, developing IEP documents, **IEP scheduling**, contacting and meeting with parents, and consulting with teachers and administrators about student progress. The teacher shall be on-site at the school during the teacher preparation period unless he/she has received approval from the SELPA Director/Designee to be off-campus.
- 7.17. Unit members shall not be required to substitute during their preparation period. If a unit member volunteers to substitute during the preparation period, he/she shall be paid at the contract hourly rate.

### **ARTICLE 8 – EMPLOYEE PERSONNEL FILE**

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- ~~8.1~~ An employee may inspect material in the employee's own personnel file which may serve as a basis for affecting the employee's status of employment.
- 8.2 An employee may inspect materials in the employee's own personnel file, during the normal business hours of the Trinity County Office of Education, at times other than when the employee is required to render

- service. Such inspection shall take place under the supervision of Superintendent or designee.
- 8.3 No adverse comments, may be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon. The review and comment upon materials of an adverse nature shall take place during the normal business hours of the Trinity County Office of Education and at a time when the employee can be released from duty, as determined by the Superintendent or designee. Written comments from the employee regarding adverse materials are to be submitted for inclusion in the personnel file within ten (10) working days of the initial notice to the employee.
- 8.4 All material placed in an employee's personnel file shall be dated and signed by the contributor.
- 8.5 An employee shall be provided a copy of any adverse material before it is placed in her/his personnel file.
- 8.6 Access to personnel files shall be limited to the employee and Trinity County Office of Education Administration. Upon written authorization from the employee, a representative of the employee shall be permitted to examine and/or obtain copies of materials in such employee's personnel file.
- 8.7 Upon written request of an employee, disciplinary documents unrelated to an on-going problem and more than three (3) years old, shall be removed from the employee's personnel file with mutual agreement between the employee and the Superintendent.

## **ARTICLE 9 – EVALUATIONS**

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- 9.1 The Superintendent retains responsibility for the evaluation and assessment of performance of each unit member, subject only to the following procedural requirements. Accordingly, no grievance arising under this Article shall challenge the content of the evaluation; any grievances shall be limited to a claim that the following procedures have been violated.
- 9.2 It is understood and agreed by the parties that their principal objective is to maintain or improve the quality of educational services provided by the Trinity County Office of Education. The Superintendent and the Association accepts as a fundamental premise for a successful evaluation program the necessity for a mutual respect and confidence to exist

- between the evaluation, the evaluator and the evaluatee. The information obtained from an evaluation may be used to make specific recommendations and/or counsel where improvement is needed and to provide for recognition of outstanding service.
- 9.3 Each unit member shall be given a copy of her/his job description. Such job description shall not be changed without notification to the unit member.
- 9.4 Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:
- (1) At least once each school year for probationary personnel not later than Feb. 15
  - (2) At least every other year for personnel with permanent status not later than April 15
  - (3) At least every five years not later than April 15 for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent. **To honor the 5-year timeline at any point during the 5 years.**
- 9.5 The Superintendent shall select the evaluator(s), which shall be agreed upon by the Association designee. The evaluator may or may not be a Superintendent employee and may be a different person for different unit members to be evaluated.
- 9.6 During the first 30 school days, the evaluator and the evaluatee shall meet to discuss and agree on the goals determined by the self-review in the evaluation packet and to schedule a date for a formal observation. In the event agreement upon the elements of the evaluation cannot be reached, the matter shall be referred to the Superintendent or designee and the Association designee for resolution.
- 9.7 The formal observation shall not be less than one period or less than the completion of the lesson or program being taught. The formal observation shall be followed by an **observation/evaluative experience** conference within five (5) school days in which the evaluator and the evaluatee shall review the observations and what is to be incorporated into a written summary of the evaluation.
- 9.8 Signed and dated copies of the written summary of the evaluation shall be submitted to the evaluatee within ten (10) school days after the **final** evaluation conference.

- 9.9 Within ten (10) school days after the receipt of the evaluation, the evaluatee shall be given an opportunity to discuss thoroughly the evaluation with the evaluator prior to placement of the evaluation in the Personnel File. The evaluatee has the right to have a representative of the Association present at such a meeting.
- 9.10 The evaluatee shall have the right to respond in writing to any evaluation, observation, or conference summary, and to date, sign, and attach such response thereto, before such evaluation, observation or conference summary is placed in the evaluatee's personnel file.
- 9.11 If any deficiencies are noted in the written evaluation, the Superintendent or designee, shall be responsible for establishing with the evaluatee a program of remediation, to include observations, written summary of the evaluation, and recommendations for improvement, and direct assistance in implementing recommendations for improvement. The evaluatee shall be provided a written copy of her/his improvement plan.
- 9.12 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be sealed in the evaluatee's file after three (3) years.
- 9.13 Unit members shall not be required to participate in the evaluation(s) and/or observations of other certificated employees.
- 9.14 The final evaluation shall be completed by **April 15<sup>th</sup>**.

## ARTICLE 10 – JOB SHARING/PART-TIME EMPLOYMENT

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- 10.1 It is the intent of this article to allow part-time and/or job sharing certificated employment in instances where it is mutually beneficial to the employee and the Superintendent. The employee shall submit an initial proposal by May 1, at end of the current school year.
- 10.2 It shall be by mutual consent of the Superintendent and the Association to determine:
- 10.2.1 which employees will participate
  - 10.2.2 how many employees will participate; and
  - 10.2.3 the form of the part-time and/or job-sharing employment
  - 10.2.4 if the proposed job share will sufficiently serve student
  - 10.2.5 conditions of part-time and/or job-sharing certificated employment
- 10.3 The Superintendent's commitment to individual employees for part-time and/or job-sharing employment extends for the current school year only, and must be renewed annually at the County's discretion. However, once the pro rata time has been established, such percentage will be guaranteed for the current school year.
- 10.4 Upon request of the two unit members, a job-sharing assignment may be renewed provided the two unit members notify the Superintendent prior to March 1. If the Superintendent does not renew the part-time and/or job-sharing position, the teacher(s) shall be entitled to return to full-time employment.
- 10.4.1. If a unit member on a regular contract is in a job-sharing assignment and elects to return after the first year to full-time teaching, the unit member will be returned to her/his original assignment. If a unit member on a regular contract is in a job-sharing assignment for more than one (1) year and elects to return to full-time teaching, the unit member will be assigned to the first available full-time position for which she/he is certificated and in conformance with the provisions of this Agreement.
- 10.5 The workload, work hours, and days of employment shall be mutually established prior to the part-time and/or job-sharing employment commencement.
- 10.6 The Superintendent will determine on an annual basis whether the position is to continue at the part-time and/or job-sharing employment level position.

- 10.7 The employee shall be paid a salary, which is a pro rata share of the salary, which would have been earned on a full-time basis. The employee who participates in the part-time and/or job-sharing employment shall be credited with one year of service for the purpose of salary advancement.
- 10.8 On campus before and after duty time, preparation time, and non-compensated extra duties are determined by the ratio of the teaching hours to the assignments of full-time teachers, including attendance at faculty meetings. Exceptions may be made by the mutual agreement of the employee and the immediate supervisor.
- 10.9 When a unit member is expected to work additional days such as SIP, meetings, and inservice dates, the member will be compensated at the daily rate according to the member's position on the salary schedule.
- 10.10 Employees working less than full-time may elect to participate in health insurance programs. Part-time and/or job-sharing members are entitled to receive pro-rated insurance benefits if they perform full or part-time and/or job-sharing service. Teachers working less than fifty percent shall receive no insurance benefits. The proration will be based upon the number of hours assigned compared to a full-time assignment or by mutual agreement. Any portion of the proration that is unused or agreed upon will remain with the Superintendent.
- 10.11 The unit member and the Superintendent will participate in STRS in accordance with the rules established by the State Teachers Retirement Fund for part-time and/or job-sharing work with full credit being given. Unit members who are PERS participants have the right to continue in PERS.
- 10.12 The certificated employee will maintain seniority in accordance with Education Code provisions, with the date of hire established as the first date of actual service.
- 10.13 The option of part-time and/or job-sharing employment must be initially exercised at the written request of the employee. Thereafter, continued part-time and/or job-sharing certificated employment will be determined by the conditions outlined in this agreement.
- 10.14 The amount of sick leave earned varies directly to the percent of full-time employment. An employee who must use sick leave will reduce earned sick leave on the same pro rata basis as her/his employment.
- 10.15 All applicable Education Code Sections and State Teachers Retirement System provisions will apply to this agreement.
- 10.16 Prior to any Board action on the placement of an individual pursuant to these provisions, the County shall provide a copy of these provisions to the individual and shall notify the Association of the intended action

- within sufficient time to review any pending part-time and/or job-sharing employment as being consistent with this article and the respective parties' obligations, and to counsel the employee of the rights hereunder.
- 10.17 Nothing shall preempt or deny an employee participating in this program in the utilization of any and all rights in the Collective Bargaining Agreement.
- 10.18 Unit members will not be required to substitute for one another, but may choose to do so. When such occurrence arises they will "exchange" working days with one another which will not affect payroll sick days. When an "exchange" does not occur the teachers may, but shall not be required to, substitute for one another and will be compensated at the teacher's current daily rate on the salary schedule.
- 10.19 Probationary employees will not be permitted to participate in the part-time and/or job-sharing employment program except by written agreement of the Association and the Superintendent.

## **ARTICLE 11 – TRANSFER/REASSIGNMENT**

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### **11.1 Voluntary Transfer/Reassignment**

- 11.1.1 A transfer is the movement of a unit member from one work location to another work location, or from one program to another program such as year round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area as long as the move involves changing work sites.
- 11.1.2 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same school site.
- 11.1.3 A unit member may submit a request for transfer to the Superintendent at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
- 11.1.4 If a unit member's request for a voluntary transfer is denied, the unit member, upon request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member may request and shall receive written reasons for the denial.

- 11.1.5 If two (2) or more unit members with state required credentials for the position apply for a vacancy, in making such transfer, the Superintendent or designee shall consider such factors as established duties and requirements of the vacant position, experience with a similar type of position, training beyond what is required for the position, the most recent performance evaluation of potential transferees and the length of service of potential transferees.
- 11.1.6 If the unit member requests that her/his application for transfer be kept confidential, the principal at her/his school shall not be notified by the Superintendent of the application.
- 11.1.7 Unit members returning from leave shall be afforded all rights provided under this section.

## **11.2 Involuntary Transfer/Reassignment**

- 11.2.1 Involuntary transfer/reassignment shall be made only for the following reasons:
- A decrease in the number of pupils which requires a decrease in the number of unit members county-wide or at specific sites.
  - elimination of program(s) and or funding
  - School closings
  - Concerns based on less than satisfactory evaluation
- 11.2.2 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the Superintendent shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority and the appropriate credential shall be transferred or reassigned.
- 11.2.3 If a particular school or program is to be closed, unit members at that school shall be accorded first priority for filling any new or vacant positions at the school or schools at which the pupils they are serving are being placed.
- 11.2.4 Unit members from the closed school or program shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, the position shall be given to the unit member with the greatest seniority.
- 11.2.5 Unit members returning from leave shall be afforded all rights provided under this section.

- 11.2.6 Unit members who are transferred/reassigned during the school year shall be notified at least fifteen working days in advance and allowed five (5) days of paid release time for preparation prior to the effective date of the transfer/reassignment. The five days of release time may coincide with the final five days of the advance notification. The County shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.
- 11.3 Each unit member shall be given written notice not later than May 1 of the next year's assignment. Such notice shall specify the building, grade level, subject area and/or special education category to which the unit member will be assigned.

#### **11.4 Vacancies**

- 11.4.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring.
- 11.4.2 Upon knowledge of vacancies, the Superintendent shall post in all school buildings and deliver to the Association and each unit member a list of all vacancies, which occur during the school year and for the following school year. The list shall contain the following:
- A closing date at least ten (10) working days following the posting date unless waived by the Association
  - A job description
  - Credentials/qualifications necessary to meet the requirements of the position
- 11.4.3 No assignment to fill the vacancy shall be made until after the closing date.
- 11.4.4 The Superintendent shall notify unit members by mail of any posted openings, which may arise during the summer recess, or a period of leave.
- 11.4.5 If a unit member already has a transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies.
- 11.4.6 The Superintendent shall, upon request of the unit member, deliver in writing the reasons for the unit member not receiving the vacancy.

- 11.4.7 No outside applicant shall be selected to fill a vacancy if there is a qualified unit member applicant.

## **11.5 Seniority**

- 11.5.1 Seniority is defined as the unit member's initial date of service in the bargaining unit. Unit members with the same initial date of service shall have their seniority number determined by lot.
- 11.5.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority that seniority shall remain in effect while employed by the County.
- 11.5.3 If a unit member is assigned to a non-bargaining unit position within the County, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.
- 11.5.4 A unit member on an approved leave of absence other than to a non-bargaining unit position within the county shall maintain current seniority while on leave.
- 11.5.5 A unit member's seniority shall accrue during layoff.

## **11.6 Teacher Certification/Misassignment**

- 11.6.1 The provisions of Education Code 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and be reference 44258.9, as they relate to bargaining unit members, are incorporated into this section by the Superintendent and the Association as though fully set forth. In furtherance of this provision:
- 11.6.2 Members of the bargaining unit shall be assigned or reassigned to classes consistent with their credentials and major and/or minor subjects of study except as may be hereinafter provided. Where such exceptions are permitted, they shall occur only by mutual agreement among the bargaining unit members affected, the Association, and the Superintendent.
- 11.6.3 Upon employment, assignment, or reassignment, a bargaining unit member shall be advised by the Superintendent, both orally and in writing, of the provisions of Education Code 44256, 44258.5 and 46300, 44258.1, 44258.7 and 44258.9. Such notice, however, shall not relieve the County of responsibility to safeguard the rights and benefits of proper assignment or reassignment provided to the bargaining unit member under the Education Code and this Agreement.

- 11.6.4 Bargaining unit members shall be held harmless from the effects of any misassignment, whether voluntary or not, in any matter including, but not limited to, evaluation, transfer, salary, including extra duty salary, discipline, and layoff.
- 11.6.5 Any bargaining unit member who may have been inadvertently misassigned shall be provided with a notice of possible misassignment addressed to the County Superintendent. Such notice shall be signed by the bargaining unit member and transmitted forthwith to the County Superintendent. A time-dated copy of this notice shall be provided to the bargaining unit member and the Association.
- 11.6.6 All reports, notifications, certifications, or verifications whose submission is required by Education Code 44256, 44258.5 and 46300, 44258.1, 44258.2, 44258.7 and 44258.9 to the County Superintendent or to any other agency shall be provided to the Association.

## **ARTICLE 12 – SAFETY**

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- 12.1 Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well being.
- 12.2 Upon notification, the Superintendent shall eliminate or correct any unsafe or hazardous condition.
- 12.3 The Superintendent shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating thereto (8 California Administrative Code section 330, et. seq.).
- 12.4 A bargaining unit member may refuse any directions that she/he feels could reasonably endanger anyone's life, safety and/or welfare. No bargaining unit may be required to perform duties that would or possibly could endanger one's life, safety, or welfare unless a state of emergency has been declared by a government entity having the authority to do so and the bargaining unit member has been pressed into service as a "disaster service worker" under Government code 3100 by a person having the authority to command citizens in the execution of her/his duties. Bargaining unit members may refuse any direction by person(s) until adequate proof of their authority is provided.

- 12.5 In the event of an emergency school or County Office closure, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits.
- 12.6 The Superintendent shall provide each classroom and major work area with first aid kits containing rubber gloves, mouth to mouth breathers, first aid book, flashlight, basic first aid supplies.
- 12.7 The Superintendent shall provide hepatitis B vaccine injections at no cost for unit members who request such vaccination.
- 12.8 A unit member may suspend a pupil from her/his class for the day of the suspension and the following day for any act that disrupts or diminishes the education process, including but not limited to the following:
- Causing, attempting to cause, or threatening to cause physical injury to another person
  - Possession, selling, or otherwise furnishing a firearm, knife, explosive, or other dangerous object
  - Unlawfully possessing, using, selling, otherwise furnishing, or being under the influence of any controlled substance as defined under Health and Safety Code section 11007, alcoholic beverage, or intoxicant.
  - Committing robbery or extortion
  - Causing or attempting to cause damage of school or private property
  - Stealing or attempting to steal school or private property
  - Committing an obscene act or engaging in habitual profanity or vulgarity
  - Disrupting school activities or willfully defying authority of a bargaining unit member
  - Committing sexual harassment as defined in Education Code section 212.5
- 12.8.1 The actions stated above may occur at any time or place related to school attendance or school activity including, but not limited to the following:
- While on school grounds
  - While going to or from school
  - During lunch period either on or off campus
  - During, going to, or coming from school-sponsored activities
- 12.8.2 The unit member shall immediately report the suspension to the school principal (or her/his designee) and send the pupil to the principal (or her/his designee) for appropriate action
- 12.8.3 The Superintendent shall help facilitate in carrying out any and all obligations required of the bargaining unit member by the

Education Code including but not limited to the sending of notices to parents regarding required meetings and the scheduling of such meetings at mutually acceptable times.

- 12.8.4 The pupil shall not be returned to the bargaining unit member's class during the period of suspension without the bargaining unit member's concurrence.
- 12.8.5 The pupil shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the pupil was suspended.
- 12.9 No bargaining unit members shall be required to transport pupils in private vehicles.
  - 12.9.1 Should the Superintendent request or require that a unit member transport a pupil or pupils in a vehicle owned by the County, the Superintendent shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage, which shall be carried in the vehicle during such assignment.

#### **12.10 Specialized Health Care Procedures**

- 12.10.1 Qualified and trained personnel shall be the only bargaining unit members to provide and conduct necessary specialized health care procedures including, but not limited to, dispensing medication, catheterizations, crede, injections, ileostomies, colostomies, gastrostomies, tracheotomy, suction, oxygen administration, gavage feeding, and draining.
- 12.10.2 The Superintendent shall comply with all Education Code and Title V provisions so unit members may work and provide specialized health care in a safe appropriate environment.
- 12.10.3 The Superintendent or local district in which services are being provided will provide rubber gloves, mouth to mouth breathers, and facilities to wash with hot water and antiseptic soap to any bargaining unit member who may come in contact or be expected to come in contact with bodily fluids.
- 12.10.4 The Superintendent shall indemnify and hold harmless from all liability any unit member who performs health care services.
- 12.10.5 The Superintendent shall provide malpractice liability insurance for bargaining unit members covering the rendering of or failure

to render specialized health care services, medical treatment, or the furnishing or dispensing of drugs or medication.

- 12.11 The Superintendent shall provide bargaining unit members written authority to take pupils on a field trip. Written authority shall mean that the trip is a school-sponsored activity with the Superintendent liable for any personal injuries, deaths, or damage to personal or real property arising during the course of such a trip.
- 12.12 Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor, who shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the unit member, police, and courts.
- 12.12.1 The Superintendent shall provide inservice training to unit members on how to subdue assaultive pupils, break up pupil fights, and use of conflict intervention skills.
- 12.12.2 The Superintendent shall reimburse unit members for any and all costs incurred as a result of assault, including repairing or replacing personal property which may have been damaged or destroyed, and for all related medical costs not covered under insurance benefits.
- 12.12.3 In the event that criminal or civil charges are brought against unit members in connection with an assault, the Superintendent shall either provide legal counsel to act in the unit member's defense or shall reimburse the unit member for usual/and customary legal fees incurred in securing their own defense.
- 12.12.4 The Superintendent may pursue legal action against a pupil or the pupil's parent or guardian if a unit member's person or property is injured or damaged by the willful misconduct of the pupil, which occurs during the course, and scope of employment.
- 12.12.5 When absence or disability arises out of or from assault, unit members shall suffer no loss in wages, benefits, or leaves.

## **ARTICLE 13 – LEAVES OF ABSENCE**

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### **13.1 Rules for General Absence**

- 13.1.1 Except as provided herein, unit members shall not be absent from duty without notifying and receiving permission in advance from the Superintendent, or his designee.
- 13.1.2 If any unit member needs to be absent from duty, notice must be given to the school office. Whenever possible, the school office shall be notified prior to the day of absence. Except in the event of an emergency, it is the responsibility of the unit member to see that the class roll book, lesson plans and other pertinent material necessary to continue the program are made available at the work site.

### **13.2 Sick Leave**

- 13.2.1 Unit members employed five (5) days per week shall be entitled to ten (10) work days' leave of absence for illness or injury, with full pay, for each school year of service. Unit members employed fewer than five (5) days per week shall be entitled to a proportionate amount of sick leave. Sick leave may be used by the unit member for illness, injury, or quarantine of the unit member or of the member's immediate family. Sick leave, which is not used, shall accumulate from year to year without limit.
- 13.2.2 Unit members serving in summer school shall be entitled to one day of sick leave for every 80 hours of instructional time served in summer school. Summer school sick leave shall accumulate with the unit member's regular sick leave. Unit members serving in summer school shall be entitled to use their regular accumulation of sick leave and other leaves provided by this Agreement during summer school.
- 13.2.3 Unit members returning to work from sick leave after an absence of three (3) consecutive work days or three (3) absences adjacent to a weekend or holiday, upon the request of the Superintendent, must provide a written physician's release and explanation certifying the reasons for such absence and medical permission to return to work.

- 13.2.4 When a unit member's employment terminates and more sick leave has been used than earned, the amount used, but not earned, shall be deducted from the next pay warrant.

### **13.3 Pregnancy Disability Leave**

- 13.3.1 A unit member may utilize accumulated Sick Leave for the purpose of a disability related to pregnancy, miscarriage, childbirth, and the recovery therefrom. The length of such leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician; provided that such verification clearly demonstrates to the Superintendent that such leave is for disability and is not just for purposes of child care or any purpose other than pregnancy related disability. Such pregnancy disability leave with pay shall be granted and administered in the same manner as Sick Leave.

### **13.4 Personal Necessity Leave**

- 13.4.1 Unit members may use 10 days of sick leave for personal necessity each year)
- 13.4.2 Acceptable reasons for the use of personal necessity leave include:
- 13.4.2.1 Death of a member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions. (E.C. 44981, 45207)
  - 13.4.2.2 An accident involving the employee's person or property or the person or property of a member of the immediate family. (E.C. 44981, 45207)
  - 13.4.2.3 An illness of a member of the employee's immediate family. (E.C. 44981)
  - 13.4.2.4 Fire, flood, or other immediate danger to the home of the employee.
  - 13.4.2.5 Required court appearance other than those identified as legal or civic duties and those required when the employee is an agent of the district. (E.C. 45207)
  - 13.4.2.6 Personal business of a serious nature which the employee cannot disregard.
  - 13.4.2.7 Adoption of a child.
- 13.4.3 Leave for personal necessity may be allowed for other reasons at the discretion of the County Superintendent of Schools or designee. However, no such leave shall be granted for purposes

of personal convenience, for the extension of a holiday or vacation period, or for matters which can be taken care of outside of working hours. The County Superintendent or designee shall have final discretion as to whether a particular request reflects true personal necessity. Three days of personal necessity leave will be granted without written request or approval.

- 13.4.4 The employee shall request advance permission for personal necessity leave, except urgent situations such as the death or serious illness of a member of the immediate family or an accident involving the employee's person or property or the person or property of a member of the immediate family. (E.C. 44981)
- 13.4.5 After any absence due to personal necessity, the employee shall verify the absence by submitting a completed and signed absence form to her/his immediate supervisor.

### **13.5 Jury Duty/Witness Leave**

- 13.5.1 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. Unit members shall submit "Request for Absence" forms for jury duty.
- 13.5.2 Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the County so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than, her/his regular pay.

### **13.6 Industrial Accident and Illness Leave**

- 13.6.1 Unit members shall be eligible for a leave of absence because of industrial accident or illness arising out of a claim which the Superintendent's workers' compensation insurance carrier determines to be valid. Upon submission of a claim, the unit member shall, immediately, perform all appropriate actions necessary to file for Workers' Compensation, disability, income protection benefits, or the like.
- 13.6.2 Allowable leaves shall be for not less than one period of sixty (60) work days in any one fiscal year for the same accident and shall commence with the first day of absence.

- 13.6.3 Leave of absence under this provision shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 13.6.4 Unit members shall be paid such portion of the salary due them for any month in which absence occurs as, when added to the temporary disability indemnity under the California Labor Code, will result in payment to them of not more than their full salaries.
- 13.6.5 Leave of absence applied for under this provision shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award to the unit member.
- 13.6.6 Industrial illness and accident leave is to be used in lieu of sick leave. If a unit member is receiving a temporary disability indemnity, the unit member shall be entitled to utilize only so much of her/his sick leave and vacation leave which, when added to her/his temporary disability indemnity, will result in a payment to him/her of no more than a full day's wages or salary. The Superintendent, in turn, shall issue the appropriate salary warrants for payment of salary and shall deduct normal retirement and other authorized deductions.
- 13.6.7 Unless travel outside of California is authorized by the Superintendent in writing prior to the commencement of said travel, unit members receiving benefits under the policy during a period of illness or injury shall remain in the State of California.
- 13.6.8 The Superintendent may require, from time to time, a written statement from the unit member's physician verifying a unit member's absence under this leave and her/his ability to return to work, or verifying the continued illness or inability to work due to an accident. The Superintendent may require a written statement from the unit member's physician certifying medical permission to return to service at the end of this leave.
- 13.6.9 Leave of Absence under this provision shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award or other compensation from any other source paid to the unit member.
- 13.6.10 Section 44984 of the Education Code shall be supplemented as follows:

- 13.6.10.1 A unit member shall be entitled to such leave without limitation as to the number of days of entitlement.
- 13.6.10.2 The total of the unit member's temporary disability indemnity and the portion of salary due her/him during her/his absence shall equal her/his full salary.
- 13.6.10.3 A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as she/he and her/his physician agree that there has been such a recovery.
- 13.6.10.4 An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the County.
- 13.6.10.5 The County's report of an industrial accident or illness shall be kept on file in the Business Office.
- 13.6.10.6 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the County shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness.

### **13.7 Military Leave**

A unit member is entitled to receive an uncompensated leave, without benefits, to perform military services as required by law.

### **13.8 Long-term Leaves**

With County Superintendent of Schools approval, certificated employees may receive a voluntary personal leave of absence without pay and without increment, seniority or tenure credit, for a period of up to one school year, for any of the following purposes:

- professional study, training or research
- restoration of health
- care for a member of the immediate family who is ill
- maternity/child care
- travel, rest or recreation
- other reasons the County Superintendent deems necessary

Applications for long-term leave shall be made in writing and shall state the purpose for which leave is requested.

All long-term leave agreements shall be reduced to writing and shall state the terms and conditions of the leave, including the conditions governing the employee's return to employment.

All long term leaves for certificated employees shall begin at the end of the semester, except in cases of emergency.

Certificated employees on leave for an entire school year shall notify the County Office of Education by March 1 of their intent to return to work the following school term. If such notification is not made, the employee shall be deemed to have resigned.

At the end of a long-term leave, the employee shall be reinstated in a position classified at the same level as that held at the time leave was granted, unless otherwise agreed upon.

If permitted under the terms of the County Office of Education's contract with the insurance company, employees on leave may remain active participants in the health insurance program by paying the full premiums required monthly. If the employee fails to make payment by the first of each month; the insurance will be cancelled.

### **13.9 Sabbatical leave**

Sabbatical leaves may be granted by the County Board of Education to certificated employees of the County Office of Education under the provisions of state law and County Office of Education policy number BP 4161.3 dated 02/20/91.

Employees granted sabbatical shall be entitled to the differential pay generated by the replacement employee, and the employee shall receive full benefits during the sabbatical.

### **13.10 Association Leave**

The Association is entitled to four (4) days paid leave for Association members during any school year to attend to Association business. This includes Local California Teacher Association (CTA) Unit business, CTA Chapter business, CTA Regional business, CTA State business and National business.

### **13.11 Child Adoption Leave**

Any employee may use personal necessity leave for processing the adoption.

### **13.12 Child Rearing Leave**

Upon request, an employee who is a natural or adopting parent may be granted leave without pay for the purpose of rearing their infant.

### **13.13 Bereavement Leave**

A unit member shall be entitled to three (3) days' leave of absence without loss of salary in the event of the death of any member of the immediate family. If travel out of state or in excess of 300 miles one way is required, a unit member shall be entitled to a maximum of two (2) additional day's bereavement leave.

Member of the "immediate family" is defined as the parent, sibling, grandparent, or a grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law of the unit member, niece, nephew, aunt, uncle, or any person living in the immediate household of the unit member.

The Superintendent or designee may grant additional bereavement leave at the discretion of the Superintendent or designee.

## **ARTICLE 14 – CATASTROPHIC, ILLNESS, OR INJURY LEAVE**

14.1 In addition to vacation, sick leave, and other leaves, Education Code allows for Catastrophic Leave.

14.2 Catastrophic illness or injury means illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work to care for a family member.

14.3 Eligibility for Catastrophic Leave shall be determined by the Catastrophic Leave Committee. Unit members may request a Catastrophic Leave form from the Business Manager or County Office designee.

- 14.4 The Catastrophic Leave Committee shall be comprised of one CTA unit representative, one CSEA unit representative, and the county office Business Manager or county office designee.
- 14.5 A Catastrophic Leave Pool has been established. The Trinity County Board of Education shall donate forty (40) Catastrophic Illness Leave hours per year in years when the committee deems that a drive is needed and appropriate. County Office employees may donate eligible leave credits in four (4) hour increments to the pool, up to 120 hours per year. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
- 14.6 Eligible leave credits means sick leave accrued to the donating employee.
- 14.7 Upon review by the Catastrophic Committee, eligible leave credits will be donated, from the pool, to an employee for a catastrophic illness or injury if all of the following requirements are met.
- 14.7.1 The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the County Office.
- 14.7.2 The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
- 14.7.3 The employee has exhausted all eligible accrued paid leave credits as previously defined in Article 13.
- 14.8 All transfers of eligible leave credit are irrevocable.
- 14.9 An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.

(Education Code section 44043.5)

(Nothing in this section shall preclude employees from donating sick leave to other employees for non-catastrophic illness for a maximum of 40 hours per year.)

## ARTICLE 15 – PUBLIC COMPLAINTS

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- 15.1 No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal, or other adverse action shall be predicated upon complaints, information, or material of a derogatory or critical nature which has been received by the County from pupils, parents, County employees, public agency, and/or public unless the following procedures have been followed:
- 15.1.1 Within five (5) days of receipt, any written public complaint about a unit member shall be reported to the unit member by the immediate supervisor receiving the complaint if the complaint may be placed in the unit member's file or used against the unit member as described in 15.1.
- 15.1.2 Should the involved unit member believe the allegations in the public complaint warrant their attendance at a meeting, the immediate supervisor shall attempt to schedule a meeting between the member and the complainant. At the request of the unit member, Association representative(s) may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 15.1.3 The unit member shall be given time during the day, when students are not present, without salary deduction, to review the written complaint and prepare responsive comments. If the unit member believes the complaint is false and/or based on hearsay, a grievance may be initiated to determine the validity of such complaint.
- 15.2 Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 15.3 The Superintendent shall keep all information or proceedings regarding any complaint confidential. All documents, communications, and records dealing with the processing of a complaint shall be filed in a separate complaint file and shall not be kept in the personnel file of any unit member.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

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- 16.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of unit members and the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 16.2 Definitions:**
- 16.2.1 A “grievance” is a claim by one or more unit members of the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement, a violation of the right to fair treatment, or a violation, misinterpretation, or misapplication of any law, Board Policy, or regulation.
- 16.2.2 The “grievant” is the unit member, unit members, or the Association making the claim.
- 16.2.3 An “immediate supervisor” is the unit member’s administrator or supervisor employed by the Superintendent who has direct responsibility for supervising the unit member.
- 16.2.4 A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 16.2.5 A “day” is any duty day in which the grievant is required by contract to render service.
- 16.3 Inasmuch as dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be construed, as reflecting unfavorably upon a grievant’s good standing, performance, or loyalty. No reprisals shall be taken against any unit member signing a grievance, or any other participant in the grievance procedure by reason of such participation.
- 16.4 Since it is important that grievances be processed as rapidly as possible, the time limits at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended or reduced by mutual agreement.
- 16.4.1 In the event that a grievance is filed at such a time that it cannot be processed through all of the steps by the end of the school year, and

if left unresolved harms a grievant, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

- 16.5 Nothing contained herein will be construed as limiting the right of any unit member having a grievance to discuss the matter informally with the appropriate supervisor, and to have the grievance adjusted without intervention by the Association, provided that the Association is provided with a copy of the proposed solution and has been given an opportunity to file a response.
- 16.6 A grievant may be represented at all stages of the grievance by (an) Association representative(s).
- 16.7 Prior to filing a grievance at Level 1, the grievant shall attempt to resolve the problem informally with the immediate supervisor or the Superintendent and, upon request, with the help of Association representative(s).

**16.8 Level 1: Immediate Supervisor**

- 16.8.1 A grievance shall be presented in writing to the immediate supervisor, with a copy provided simultaneously to the Association. The immediate supervisor shall meet with the grievant and/or designated Association representative(s) within ten (10) days of receipt of the grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of such meeting.
- 16.8.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within ten (10) days of such a meeting or ten (10) days from the presentation of the grievance, the grievance may be appealed at Level II, with a copy simultaneously provided to the Association.

**16.9 Level II: Superintendent**

- 16.9.1 The Superintendent or her/his designee shall meet with the grievant and/or designated Association representative(s) within ten (10) days of receipt of the grievance appeal and shall provide a written disposition of the grievance including the reasons therefore, to all parties of interest within ten (10) days of such meeting.
- 16.9.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within

ten (10) days of such meeting or fifteen (15) days from the date of the receipt of the grievance at Level II, the grievant may, within twenty (20) days, request the Association to submit the grievance to arbitration.

#### **16.10 County Board Arbitration**

- 16.10.1 In the event the grievant is not satisfied with the decision at Level I or at Level II if mediation is unsuccessful, the grievant may appeal the decision in writing within twenty (20) days to the Trinity County Board of Education.
- 16.10.2 The Trinity County Board of Education has the power to render a final and binding determination of a grievance.

#### **16.11 Miscellaneous**

- 16.11.1 The Association, either in its own behalf or in behalf of more than one affected unit member, may initiate a grievance at Level II. Any grievance related to safety may also commence with Level II. Upon mutual agreement of the Association and the Superintendent, a grievance may be taken directly to the Board for arbitration.
  - 16.11.2 If a grievance arises from action or inaction of the Superintendent at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.
  - 16.11.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, she/he shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings, as a witness will be accorded the same right.
- 16.12 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of a unit member.
- 16.12.1 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and

Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

- 16.12.2 A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The Superintendent shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

## **ARTICLE 17 – COMPENSATION**

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- 17.1 Employees covered by this agreement shall be paid wages as provided in the attached Appendices A, B, and C. Teachers holding an Emergency Credential may not advance above Class B on the salary schedule. Experienced teachers new to the Trinity County Office of Education shall be given year for year credit up to seven years. For example, an experienced teacher with seven years experience will be placed on the eighth step. Units for placement on the salary schedule shall be counted beyond a B.A. Degree. Units beyond B.A. +60 must be approved as job assignment related by the Superintendent or designee. Certificated employees shall become eligible for an additional increment of salary on the 13<sup>th</sup> service credit year and each three years thereafter.
- 17.2 The County Office and the unit member shall split the tuition fees and costs of books for classes taken by teachers that focus on disabilities and services defined by TCOE as “low incidence” disabilities/services. Such expenses shall be approved by the Superintendent or designee in advance.
- 17.3 The TCOE definition of “low incidence” disabilities has been defined as Deaf, HOH, Visually Impaired, Severe Orthopedic Impairment and Emotionally Disturbed. “Low incidence” services have been defined as Adapted PE and Assistive Technology services.

## **ARTICLE 18 – PROFESSIONAL GROWTH**

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- 18.1 Teachers with clear teaching credential issued after August 31, 1985 shall be responsible for developing an individual professional growth program consisting of 150 clock hours of participation in activities which will endeavor to enhance their instructional competency, performance and effectiveness per County Policy BP 4131.5(a). These activities shall be consistent with those defined in Code of Regulations Title 5.

## **ARTICLE 19 – BENEFITS**

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- 19.1 Each full-time unit member shall be entitled to receive the following insurance benefits. Full-time employees shall be defined as those employees who work a minimum of four hours per day average, during the school term. Employees who are employed six and one half (6.5) hours or more shall receive full Insurance Benefits. Employees who are employed four hours per day but less than six and one half (6.5) hours per day shall participate in the payment of the contribution based on percent of time worked.
- 19.1.1 Medical benefit coverage provided by Shasta-Trinity Schools Insurance Group, Plan A, B, or C with tiered rates as requested for 2003-2004, with the total contribution capped at \$561.00 Super Composite rate per full time certificated employee.
- 19.1.2 Dental/Vision Benefits per county policy #BP 4154 dated 04/17/97. Current cap \$1800.00 per family.
- 19.1.3 Separating or retiring unit members shall be entitled to the following medical, dental, and vision benefits:
- 19.1.3.1 15 years of TCOE service  
Age 50-54: 25% TCOE contribution  
Age 55-65: 40% TCOE contribution
- 19.1.3.2 20 years of TCOE continuous service  
Age 50-54: 35% TCOE contribution  
Age 55-65: 50% TCOE contribution

## ARTICLE 20 – CLASS SIZE

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20.1 The Trinity County Office of Education shall adhere to the State mandated class sizes and caseloads established by applicable California State Law and this contract. Maximum caseloads shall be as follows:

<b>Program/Class</b>	<b>Caseload</b>
Special Day Class	14
Resource Specialists	28
Resource/Special Day	28
Language Speech and Hearing Specialists	55

20.2 When caseloads are made up of both Special Day Class students and Resource students, Special Day Class students will count as 1.5 students for the purpose of calculating maximum class size.

20.3 In no event shall class size exceed the State-mandated maximums for Special Education classes. The Superintendent, or designee, shall meet with the Special Education Teacher and School Site Principal to seek other alternatives before seeking a State Department waiver on the subject of class size. If an alternative is not found then the Superintendent, or designee, the Special Education teacher and the Association representative shall agree before seeking a State Department waiver on the subject of class size.

## ARTICLE 21 – CONVENTIONS, CONFERENCES, INSERVICES, AND MEETINGS

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21.1 The Superintendent recognizes that a competent well-trained staff is essential to carrying out County Office of Education goals. The Superintendent will provide:

21.1.1 Inservice opportunities.

21.1.2 Release time, transportation and reimbursement to attend conventions, conferences, inservices and meetings.

21.1 Employees planning to attend a conference, convention, inservice, or meeting must secure advance permission from their immediate supervisor prior to absenting themselves from their assigned duties.

21.2 Reimbursement for reasonable and necessary expenses incurred while attending conferences, seminars, workshops, conventions, inservices, and

meetings shall be made in accordance with Trinity County Office of Education Policy # BP 4131b.

21.2.1 Attendance must be approved in writing and in advance

21.2.2 Attendance must be related to performance of employee's current job and/or in compliance with the employee's professional growth plan

## **ARTICLE 22 – ASSOCIATION DUES**

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22.1 Association members shall have the right to have membership dues deducted as provided by law. Association members may sign and deliver to the office of the Superintendent an assignment authorizing deduction of membership dues of the association and such authorization shall continue in effect from year to year unless revoked in writing.

22.2 The deduction of membership dues shall be made from the pay check each month for ten (10) months beginning in September and ending in June of each year.

## **ARTICLE 23 – SUMMER SCHOOL**

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23.1 Assignments of unit members to summer school positions shall be voluntary and shall follow voluntary transfer procedures. Association members shall be reimbursed at daily rate of pay.

## **ARTICLE 24 – SAVINGS PROVISION**

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24.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## **ARTICLE 25 – TERM**

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- 25.1 This Agreement shall remain in full force and effect from the day July 1, 2004 through and including June 30, 2007.
- 25.2 Notwithstanding any of the foregoing, both parties hereto shall have the right to reopen negotiations on Article 18, “compensation”, and any two other single articles in this Agreement or topics within the scope of negotiation by giving the other party written notice of such intent to reopen by April 1 of each year and providing the other party with a detailed proposal to modify, amend or terminate any such article.

**ARTICLE 26 – SIGNATURE PAGE**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this  
1<sup>st</sup> day of June 30, 2004:

**Trinity County Superintendent of Schools**

**T.C.O.E. Teachers Association**

By: \_\_\_\_\_

James B. French  
County Superintendent of Schools

By: \_\_\_\_\_

K.C. Forbes  
CTA Representative

**Trinity County SELPA**

By: \_\_\_\_\_

Karen Boltz  
Trinity County SELPA

**Trinity County Board of Education**

**T.C.O.E. Teachers Association**

By: \_\_\_\_\_

Greg Simmons  
President, County Board of Education

By: \_\_\_\_\_

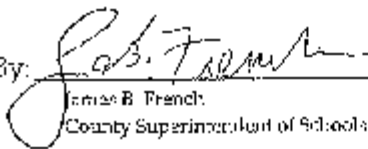
Eric Buscher  
CTA Representative

**ARTICLE 26 – SIGNATURE PAGE**

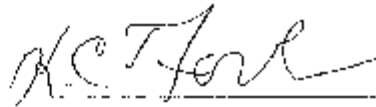
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1<sup>st</sup> day of June 30, 2024:

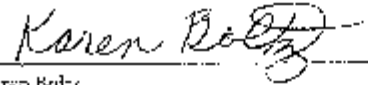
**Trinity County Superintendent of Schools**

By:   
James B. French  
County Superintendent of Schools

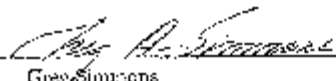
**T.C.O.E. Teachers Association**

By:   
K.C. Faries  
C/A Representative

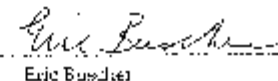
**Trinity County SELPA**

By:   
Karen Bolte  
Trinity County SELPA

**Trinity County Board of Education**

By:   
Greg Simmons  
President, County Board of Education

**T.C.O.E. Teachers Association**

By:   
Eric Buscher  
C/A Representative

c:/mw/jim/ctaagreement

**TRINITY  
COUNTY  
OFFICE OF  
EDUCATION**

### **Certificated Evaluation Process**

This evaluation process is intended to be much more than a simple summary of performance. The process is a support for instructional improvement, open communication, and development of goals, while satisfying the need for accountability. The identification of sound teaching practices through the Trinity County Office of Education Teacher Performance & Competency Standards is the foundation of the program.

This system recognizes that all teachers are professionals but are at different developmental stages related to their skills and expertise. Probationary teachers receive more intense supervision than those who have been performing successfully in the District for a number of years. The focus for all staff is continued professional growth. Provisions are included to ensure a quick identification and response for any teacher experiencing difficulty.

The uniqueness of individuals is accommodated by making available a variety of evaluative experiences for measuring the attainment of goals and compliance with the California Teacher Performance and Competency Standards.

This process is based on the fundamental premise that a successful evaluation program develops through a relationship of mutual respect and confidence between the evaluation, evaluator and the evaluatee, with our principal objective to maintain or improve the quality of educational services provided by the Trinity County Office of Education.

**PURPOSE OF EVALUATION:**

Performance evaluations serve many purposes and, while some may not be apparent at the time, they can have a significant influence at some future date. The following are the primary purposes for our employee evaluation.

- (1) **Communication:** Effective evaluation is a continuous process. The formal evaluation process is to be a summary of on-going communications regarding an employee's job performance. The goal is to improve upon or enhance employee performance through communication which motivates individual development and recognizes outstanding service.
- (2) **Employee Growth:** The evaluation process is a method of developing job-related goals in terms of performance as well as assisting employees in achieving their own personal goals and aspirations.
- (3) **Contract Obligations:** Based upon agreements between the County Office of Education and the TCOE Teacher's Association, permanent employees receive a written performance evaluation at least once every two school years, no later than April 15. Probationary employees receive a written evaluation at least once each school year, not later

than February 15. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis as follows:

(1) At least once each school year for probationary personnel not later than Feb. 15

(2) At least every other year for personnel with permanent status not later than April 15

(3) At least every five years not later than April 15 for personnel with permanent status who have been employed at least 10 years with the school district, are highly qualified, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.

- (4) **Personnel Actions:** Evaluations may be considered when determining eligibility for promotions, transfers, or potential disciplinary action. All performance appraisal reports in an employee's personnel file are subject to review by the employee and Trinity County Office of Education Administration.

**TRINITY COUNTY OFFICE OF EDUCATION  
CERTIFICATED EVALUATION PROCEDURES**

**PROBATIONARY TEACHERS**

**PERMANENT TEACHERS**

<b>Year 1 – 2 - 3</b>	
<p>All four (4) domains of the Components of Professional Practice for the Teaching Profession will be addressed.</p> <p>A Conference will be held during the first Thirty (30) school days for the teacher.</p> <p>A minimum of two formal observations per year with one occurring before the Winter Break and one additional evaluative experience.</p> <p>Pre and Post-observation conferences are required for each Formal Observation, with the Post-Observation conference being held no later than 5 school days following the actual observation.</p> <p>An Evaluation Summary Form shall be provided by February 15th to the teacher. Included for year three will be professional development goals to be accomplished prior to the next evaluation.</p>	<p>During an evaluation year, a conference will be held within the first thirty (30) school days for the teacher to complete a self-review using the Components of Professional Practice and review their previously established professional development goals.</p> <p>A minimum of Two Evaluative Experiences will be provided, one of which shall be a Formal Observation and the other mutually selected from the list below. If mutual agreement is not reached, the other experience shall be an observation.</p> <ul style="list-style-type: none"><li>Formal Observation</li><li>Informal Observation/Drop-In</li><li>Artifact Review</li><li>Self-Evaluation/Report</li><li>Portfolio</li><li>Technological Presentation</li></ul> <p>Written documentation shall be provided for each Evaluative Experience</p> <p>An Evaluation Summary Conference shall be held not later than April 15th during the evaluation years. Included will be professional development goals to be accomplished prior to the next evaluation. Two goals from two or more domain areas of the Performance Standards shall be developed. One goal may be teacher and the other developed by the evaluator, or they may both be mutually agreed upon.</p>

## Trinity County Office of Education Professional Growth/Evaluation Flow Chart

<i>Probationary Yearly(Years 1, 2,&amp; 3)</i>	<i>Permanent Bi-annually</i>
<ul style="list-style-type: none"> <li>* Conference: Review standards, evaluate goals &amp; objectives, schedule observations.</li> <li>* 2 Formal Observations Per Year and at least 1 additional evaluative experience</li> <li>* Admin Survey</li> <li>*Summative Evaluation Each Year by Feb. 15</li> <li>* Professional Development Goals established at end of years 1,2, and 3.</li> </ul>	<ul style="list-style-type: none"> <li>* Conference: Review standards and goals at the beginning of years 3,5, 7, 9, 14, 19 etc.</li> <li>* 2 Evaluation Experiences during years 5, 7, 9, 14, 19, etc.</li> <li>* Summative Evaluation by April 15 of Years 5, 7, 9, 14, 19, etc.</li> <li>* Professional Development Goals established by end of Years 2, 5, 7, 9, 14, 19, 24, etc.</li> <li>*Admin. Survey</li> </ul>
<p><b>Step One Evaluation Process</b></p> <p>Satisfactory - Continue in Cycle Performance Improvement Plan Complete PI Plan/timelines Termination</p> <p><b>Step Two Evaluation Process</b></p> <p>Satisfactory - Continue in evaluation Cycle Unsatisfactory progress on PIP Mandatory referral to PAR Termination</p> <p><b>Step Three Evaluation Process</b></p> <p>Satisfactory - Proceed to Permanent Level Establish Professional Dev. Goals</p> <p>Unsatisfactory - Termination</p>	<p><b>Evaluation Process</b></p> <p>Satisfactory - Continue in Permanent Evaluation</p> <p>Performance Improvement Plan complete Performance Improvement Plan</p>
	<p><b>Performance Improvement Plan</b></p> <p>Satisfactory - Return to Permanent Evaluation Mandatory PAR process CTA notified (with permission of employee)</p>
	<p><b>Peer Assistance &amp; Review</b></p> <p>Satisfactory - Return to Permanent Evaluation Unsatisfactory - Mandatory PIP (Conditional Assistance Status)</p>
	<p><b>Conditional Assistance Status</b></p> <p>Optional PAR participation Unsatisfactory - Termination Proceedings</p>

## **Evaluation Process**

### **I. Evaluation Status: Permanent Teachers**

See Evaluation Procedures and flow chart.

### **II. Performance Improvement Status**

The following procedure shall be used whenever an evaluator determines that any performance standards within any given Domain are not being met:

The evaluator and the teacher shall meet to:

- a. review the specific performance standards not being met
- b. establish a Performance Improvement Plan and a reasonable timeline for meeting the standards
- c. determine the indicators of satisfactory improvement

Following the meeting, the above items shall be recorded on a Performance Improvement Form and a copy given to each party. During this time period, the teacher shall have the opportunity to succeed or fail in meeting the performance standards without interference. However, at the request of the teacher, the evaluator will be available for assistance and support.

At the end of the timeline, the evaluator shall document both progress and recommendation for status.

If the evaluator determines satisfactory improvement has been made, a copy of the documentation shall be given to each party. If the evaluator concludes that satisfactory improvement has not been made, the teacher will be placed into a mandatory Peer Assistance & Review process.

### **III. Peer Assistance and Review (PAR)**

The placement of the teacher on PAR shall occur at any time. Notice of this placement shall be in writing, placed in the personnel file, and shall identify Teacher Performance Standard(s) to be met.

1. Notice to the Teacher:

Whenever a teacher is placed on PAR, the Teacher will be given written notice, and the PAR Joint Committee shall be notified in writing

2. Plan of Assistance: (See PAR Document)

At the end of the time line in which the teacher is placed on PAR, if satisfactory progress has been demonstrated, the teacher will be returned to Permanent Teacher Evaluation status, and/or may voluntarily continue PAR participation. If progress is deemed to be unsatisfactory, the employee will be placed on Conditional Intensive Assistance Status.

#### **IV. Conditional Intensive Assistance Status:**

The placement of the teacher on Conditional Intensive Assistance Status may occur at any time during a school year. Notice of this placement shall be in writing, placed in the personnel file, and identify Teacher Performance Standard(s) not being met.

1. Notice to the Association with written permission of employee

Whenever a teacher is placed on Conditional Intensive Assistance Status, the Trinity County Teachers Association will be notified in writing, and the Conditional Intensive Assistance form shall be completed and given to both the teacher and evaluator.

2. Plan of Assistance

Once a teacher is placed on Conditional Intensive Assistance Status, a plan of assistance shall be established that includes the following:

- a. a description of the condition that must be changed
- b. clear expectations for what is acceptable performance
- c. a plan for achieving the desired outcome
- d. a description of how the teacher's program will be monitored
- e. resources and support
- f. the date by which the plan must be completed

If the evaluator and teacher cannot agree upon the Plan of Assistance, the administrator shall do so unilaterally. The evaluator shall monitor the teacher's progress in following the plan make recommendation concerning further status.

3. Second Evaluator

At the option of the teacher or the administration, a second evaluator shall be appointed by the Superintendent or designee. Notice of the appointment shall be sent to the Association. The second evaluator shall review the plan of assistance and previous evaluations. The evaluator and the second evaluator shall monitor the teacher's progress on the plan and make a recommendation to the Superintendent concerning contract renewal.

- 4(a). At the end of the timeline, the evaluator shall document both program and recommendation for status.
- 4(b). Forms Procedure shall apply

At the end of the timeline in which the teacher is placed on Conditional Intensive Assistance Status, the teacher may be returned to the PAR process for an additional year, or be subject to the commencement of termination proceedings.

**FORMS PROCEDURE:** All evaluation forms are to include an original and two copies. One copy is to be retained by the evaluatee, one by the evaluator, and one is to be sent to the County Office for placement in the evaluatee's personnel file.

- a. After discussing the evaluation with the certificated employee, the evaluation shall be signed by the evaluator and by the certificated employee being evaluated. Signature by the employee implies only that the certificated employee has had an opportunity to see the written evaluation. In signing the evaluation, the employee does not sacrifice any professional rights to appeal or grievance.
- b. The certificated employee shall have the right to include a written statement or document as an addendum to the evaluation form if the certificated employee wishes to do so.
- c. In addition to the evaluation form, any critical written matter which pertains to the evaluation shall be shared with the employee prior to inclusion in the personnel file and shall be signed or initialed by the certificated employee as a proof of knowledge of its entry. Written matter submitted by parents shall not be included in the personnel file.

## Evaluative Experiences

Evaluative experiences are activities which document a teacher's attainment of developed goals related to the Teacher Performance Standards. The types of evaluative experiences are as follows:

**FORMAL OBSERVATION** is a visit by an evaluator to view the instructional activities of the teacher. A formal observation must be preceded by an informal pre-observation conference/phone call and followed by a post-observation conference within five (5) school days and submission of a standards based lesson plan for the formal observation.

**INFORMAL OBSERVATION/DROP-IN** is a visit by an evaluator to view or be involved in the instructional activities of a teacher. A post-observation conference shall be conducted within 5 school days followed by a written report within 10 school days of the conference.

**ARTIFACT REVIEW** is an analysis of materials that relate to or affect instruction, e.g. lesson plans, tests, evidence of student achievement, unit planning materials, study guides, worksheets, homework assignments, materials generated by students, and other materials of a similar nature developed by the employee since the last evaluation.

**SELF-EVALUATION REPORT** is a teacher's appraisal of his/her performance based on the self-review, providing evidence of progress on the benchmarks previously agreed upon and a listing of professional activities accomplished by the teacher since the last evaluation.

**PORTFOLIO** is a compilation of the teacher's best efforts exemplifying the unique qualities that the teacher brings to the profession. (participation on committees, specific projects, events, school activities and/or workshops in which the teacher has been a presenter/participant, etc) since the last evaluation.

**TECHNOLOGICAL PRESENTATION** is a review of instructional and professional activities since the last evaluation.

**TRINITY COUNTY OFFICE OF EDUCATION  
TEACHER EVALUATION  
Permanent Teachers - Goal Setting Form**

**Evaluatee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Evaluator** \_\_\_\_\_

<p style="text-align: center;"><b>Teacher Performance Standards Domains</b></p> <ol style="list-style-type: none"> <li>1. Planning and Preparation</li> <li>2. The Classroom Environment</li> <li>3. Instruction</li> <li>4. Professional Responsibilities</li> </ol>	<p>Formal Observation _____</p> <p>Informal/Drop-in Observation _____</p> <p>Artifact Review _____</p> <p>Self-Evaluation Report _____</p> <p>Portfolio _____</p> <p>Technological Presentation _____</p> <p>Regular Ed Teacher/Admin _____</p> <p>Review _____</p>
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<u>Goals</u>	<u>Teacher Performance Standards Domain area</u>
Goal #1	
Goal #2	

**Progress made on Professional Growth Goals established on last evaluation**

**Summary:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Evaluator**

\_\_\_\_\_  
**Evaluatee**

**TRINITY COUNTY OFFICE OF EDUCATION  
CERTIFICATED EMPLOYEE EVALUATION  
Goal Setting Form Based on Self Review**

**Evaluatee** \_\_\_\_\_

**Date** \_\_\_\_\_

**Evaluator** \_\_\_\_\_

<p><b>Teacher Performance Standards Domains</b></p> <ol style="list-style-type: none"> <li>1. Planning and Preparation</li> <li>2. The Classroom Environment</li> <li>3. Instruction</li> <li>4. Professional Responsibilities</li> </ol>	<p>Formal Observation _____</p> <p>Informal/Drop-in Observation _____</p> <p>Artifact Review _____</p> <p>Self-Evaluation Report _____</p> <p>Portfolio _____</p> <p>Technological Presentation _____</p> <p>Review _____</p>
---	---

<u>Goals</u>	<u>Teacher Performance Standards Domain area</u>
Goal #1	
Goal #2	

**Progress made on Professional Growth Goals established on last Evaluation**

**Summary:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Dated:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

\_\_\_\_\_  
**Evaluator**

\_\_\_\_\_  
**Evaluatee**

**TRINITY COUNTY OFFICE OF EDUCATION**  
**Permanent Teacher – Certificated Personnel Evaluation Summary**

Evaluatee \_\_\_\_\_ Location \_\_\_\_\_

Position \_\_\_\_\_ Evaluator \_\_\_\_\_

Date of Goal-setting conference: \_\_\_\_\_ (Attach copies of all Goal-setting forms).

Date(s) and Type of Evaluative Experience(s):

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_ Optional after probation

(Attach separate sheet)

Attach evidence of completion.

Evaluation Results:

Satisfactory Evaluation

Performance Improvement Plan (PIP) Areas

**(PROFESSIONAL GROWTH GOALS:**

**#1** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**#2** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Evaluatee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Evaluator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TRINITY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA (SELPA)  
CERTIFICATED EMPLOYEE EVALUATION - SURVEY FORM**

One of the components for our Teacher Evaluation process includes a survey completed by teachers, administrators and parents. We see this as a way to improve our collaborative relationship in meeting the needs of all students. We feel it has become increasingly important to share information, ideas and suggestions in order to maintain the flow of information consistent with quality programs.

We appreciate your input on the following items as they relate to the services we provide at your school site. (These surveys are only a part of the evaluation process. The information you have provided will be included in a summary evaluation form and reviewed with the employee.) **Please return to Karen Boltz through the TCOE delivery system in the envelope provided by March 31.** We are appreciative of your time in providing this valuable input.

**School Site:** \_\_\_\_\_

**TCOE Certificated Employee:** \_\_\_\_\_

		Excellent	Good	Fair	Poor
1.	Communication between the Certificated Employee and yourself regarding special needs students. (IEP info, scheduling of meetings, student progress, discipline issues, etc.) Comments: _____ _____ _____	—	—	—	—
2.	The Certificated Employee provides input regarding the nature of the disabilities of our students and works with us in making appropriate scheduling and/or placement decisions. Comments: _____ _____ _____	—	—	—	—
3.	I feel the general ed. teachers have received appropriate consultation and input regarding modifications for the special needs students at our school Comments: _____ _____ _____	—	—	—	—
		Excellent	Good	Fair	Poor
4.	The Certificated Employee has assisted in the actual modification of materials and/or curriculum for the students. Comments: _____ _____ _____	—	—	—	—
5.	The Certificated Employee and I have worked cooperatively in determining appropriate scheduling, placement and behavior plans for our students. Comments: _____ _____ _____	—	—	—	—
6.	The Certificated Employee is supportive of the team effort	—	—	—	—



**Trinity County Office of Education Peer Assistance and Review Program  
Addendum to Certificated Contract  
June 9, 2000**

**PURPOSE**

The purpose of the Peer Assistance and Review Program (PAR) is to improve Trinity County Office of Education (TCOE) services through the identification and provision of assistance to veteran teachers who have received unfavorable performance evaluations, or veteran teachers who wish to be included in the program, in order to strengthen certain areas of their teaching performance. The PAR program will also be utilized to enhance the performance of beginning teachers. The effective date of the PAR program will be July 1, 2000. It shall replace the Mentor Teacher program.

**CONTENT OF THE PROGRAM**

**I. Joint Committee (JC)**

A. The Joint Committee shall consist of one administrator, one DIS certificated member, and three certificated teachers.

Certificated members shall be selected by a majority vote of the certificated staff from those individuals who volunteer to participate on the committee. Certificated members shall be full time paid employees who have worked with TCOE for three or more consecutive years. Certificated members shall not hold an administrative/supervisory position or be a consulting teacher while being a member of the Joint Committee.

Committee members will serve for two years. In the initial year, two members will serve only one year to provide for alternating service.

B. The Joint Committee shall establish its own meeting schedule. To meet, three-fifths of the members of the Joint Committee must be present. Such meetings may take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. Members of the Joint Committee shall receive a stipend of \$1500 in the first year of the program (2000-2001) and \$750 per year thereafter.

C. The Joint Committee shall:

1. Direct and administer the PAR program.
2. Adopt and publish written guidelines for the duties of Consulting Teachers.
3. Assign the consulting Teacher or teachers who shall assist and review a particular Participating Teacher.
4. Notify, in writing, each unit member who has been referred to the PAR program of the following: that TCOE has referred the unit member to the PAR program, participation in the PAR program is mandatory, and the general nature of available assistance and review services provided through the PAR program.
5. Review and approve Consulting Teachers' proposed Assistance Plans.
6. Review Consulting Teachers' reports regarding Participating Teachers participation in the PAR program.
7. Maintain, under such conditions of confidentiality as may be applicable, all records of Participating Teachers' PAR program participation.
8. Establish a program for the training of Joint Committee members on peer assistance and review and conduct such training on a regular basis.
9. Establish an on going systematic program for the training of Consulting Teachers and provide and/or contract for such training on a regular basis.
10. Recruit Consulting Teachers and keep a pool of teachers with expertise in specific areas.
11. As appropriate, make a determination that a particular Participating Teacher is not able to demonstrate satisfactory improvement, despite sustained assistance. The Joint Committee only reports "Satisfactory/Not Satisfactory" to board/superintendent. The Joint Committee does not make a recommendation for dismissal.
12. Annually conduct an evaluation of the PAR program's impact and deliver such evaluation to the Association, the Superintendent and the TCOE Board.

13. Prepare an annual budget consistent with the funding available in accordance with Education Code Section 44498. Expenditure items under the PAR program shall include but not be limited to, the following:

- a. Staff development needs
- b. Stipends for Consulting Teachers and other participants
- c. Administrative Expenses (limited to 5%)
- d. Programs that supports training and development of new teachers
- e. Programs previously funded by the Mentor Teacher program
- f. Beginning teacher support and assessment program
- g. District intern program.

It is hereby recognized that assessments and needs will change throughout the year, therefore, amounts budgeted at the beginning of the year shall be subject to periodic change and revision, approved by the Joint Committee, provided that the sum total of expenditures does not exceed the budgeted income at any time during the fiscal year.

D. The TCOE agrees to indemnify and hold harmless and provide a defense to any member of the Joint Committee against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in Peer Assistance and Review.

## II. Participating Teachers (PT)

A. A referred Participating Teacher is a certificated employee with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. An unsatisfactory evaluation is defined as a lack of improvement based on the performance improvement plan as addressed in the TCOE evaluation process.

B. A volunteer Participating Teacher is a TCOE certificated member who volunteers to participate in the PAR program. The purpose of participation in the PAR program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR program at any time.

C. A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected to work with the Participating Teacher one time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.

D. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

E. Participating Teachers have the right to be represented throughout these procedures by the Association representative of is or her choice.

## III. Consulting Teacher

A. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR program. The minimum qualifications for the Consulting Teacher shall be as follows:

1. A credentialed TCOE employee with permanent status
2. Substantial recent experience in area of need
3. Shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

B. Individuals shall submit an application stating areas of interest.

C. For year one of the PAR program, a Consulting Teacher shall be appointed by the Joint Committee by June 30, 2000. Thereafter, Consulting Teachers shall be selected by a majority vote of the Joint Committee following a minimum of two classroom observations by a Joint Committee member and/or two references from individuals who have direct knowledge of the applicant's abilities for the position.

D. A Consulting Teacher shall be provided release time as needed. A certificated member may not accept an administrative position with TCOE while serving as a Consulting Teacher.

E. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members. In addition to the regular salary, a Consulting Teacher shall receive a stipend, which is determined by the Joint Committee for all work beyond the regular workday, and/or work year.

F. Consulting Teachers shall have the responsibility for no more than one Participating Teacher. Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the Participating Teacher.

#### G. Duties of Consulting Teacher

1. Comply with the Joins Committee's guidelines for the duties of Consulting Teachers.
2. Complete all training for Consulting Teachers, as mandated by the Joint Committee.
3. Review those portions of the participating Teacher's prior "Stull Act" job performance evaluations, related to unsatisfactory rating that were the basis for referral to the PAR program.
4. Confer with the participating Teacher regarding goals and objectives, observe the Participating Teacher during periods of classroom instruction, and prepare a proposed Assistance Plan for the assigned Participating Teacher.
5. Provide any other consultation and other assistance services as may have been specified by the adopted Assistance Plan.
6. Document the Participating Teacher's performance, based on direct observations during periods of classroom instruction.
7. Routinely prepare such records of the Participating Teacher's activities and progress as may be necessary to ensure the progress of the Participating Teacher in Peer Assistance.
8. Prepare a report to the Joint Committee regarding the Participating Teacher's participation in both Peer Assistance and Peer Review under the PAR program.
9. Review and discuss report with Participating Teacher before presenting it to the Joint Committee.

H. The TCOE agrees to indemnify and hold harmless and provide a defense to any consulting teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in Peer Assistance and Review.

#### IV. Assistance Plan

The Assistance Plan shall contain:

1. Length of assistance
2. Provisions for release time for Consulting Teacher and Participating Teacher
3. How TCOE's professional development program can assist Participating Teacher
4. How satisfactory improvement will be determined
5. Goals and objectives
6. Specific types of assistance provided

All assistance plans shall be reviewed and approved by the joint committee

#### V. Safeguards for Participating Teacher

1. Right to confidentiality
2. Right to have input on formation of plan
3. Right to review report
4. Right to rebuttal (through self-evaluation, written document, other documentation, and/or addressing Joint Committee)
  - a. The referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report

- b. The referred Participating Teacher shall also have the right to request a meeting with the Joint Committee, and to be represented at this meeting by the Association representative of his or her choice.
5. Notification of grievance procedure (right to representation)
6. Assurance that administration may not use report as par of "Stull Act" evaluation
7. The Participating Teacher has the option of placing the report in their personnel file or in a separate file.



# TRINITY COUNTY OFFICE OF EDUCATION

## EVALUATION OF TEACHER/CERTIFICATED PERSONNEL

Evaluation Date: \_\_\_\_\_

Employee: \_\_\_\_\_

School: \_\_\_\_\_

Grade: \_\_\_\_\_

Class: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Probationary

Permanent

### DOMAIN I: PLANNING AND PREPARATION

PIP=Performance Imp. Plan, DEV=Developing, ACC=Accomplished

#### COMPONENTS/DESCRIPTORS:

- 1A. Demonstrating knowledge of content and pedagogy; Knowledge of prerequisite relationships; Knowledge of content-related pedagogy
- 1B. Demonstrating knowledge of students; characteristics of age group; students' varied approaches to learning; students' skills and knowledge; students' interests and cultural heritage
- 1C. Selecting instructional goals; Value; Clarity; Suitability for diverse students; Balance
- 1D. Demonstrating knowledge of resources; for teaching; and for students
- 1E. Designing coherent instruction; learning activities; Instructional materials and resources; Instructional groups; Lesson and unit structure
- 1F. Assessing student learning; Congruence with instructional goals; Criteria and standards; Use for planning

## **DOMAIN II. THE CLASSROOM ENVIRONMENT**

### **COMPONENTS:**

2A. Creating an environment of respect and rapport; Teacher interaction with students; Student interaction

2B. Establishing a culture for learning; Importance of content; Student pride in work; Expectations for learning and achievement

2C. Managing classroom procedures; Management of instructional groups; Management of transitions; Management of materials and supplies; Performance of noninstructional duties; Supervision of volunteers and paraprofessionals

2D. Managing student behavior; Expectations; Monitoring of student behavior; Response to student misbehavior

2E. Organizing physical space; Safety and arrangement of furniture; Accessibility to learning and use of physical resources

## DOMAIN III: INSTRUCTION

### **COMPONENTS:**

- 3A. Communicating clearly and accurately; Directions and procedures; Oral and written language
  
- 3B. Using questioning and discussion techniques; . Quality of questions; Discussion techniques; Student participation
  
- 3C. Engaging students in learning; Representation of content; Activities and assignments; Grouping of students; Instructional materials and resources; Structure and pacing.
  
- 3D. Providing feedback to students; Quality: accurate, substantive, constructive and specific; Timeliness
  
- 3E. Demonstrating flexibility and responsiveness; Lesson adjustment; Response to students; Persistence

## DOMAIN IV: PROFESSIONAL RESPONSIBILITIES

### **COMPONENTS:**

- 4A. Reflecting on teaching ; Accuracy; Use in future teaching.
  
- 4B. Maintaining accurate records; . Student completion of assignments; Student progress in learning; Noninstructional records
  
- 4C. Communicating with families; Information about the instructional program; Information about individual students; Engagement of families in the instructional program
  
- 4D. Contributing to the school and district; Relationships with colleagues; Service to the school; Participation in school and district projects
  
- 4E. Growing and developing professionally; Enhancement of content knowledge and pedagogical skill; Service to the profession
  
- 4F. Showing professionalism; Service to students; Advocacy; Decision making

