

AGREEMENT

Pursuant to Sections 3540-3549.3 of the
Government Code of the State of California

BY AND BETWEEN THE

**Alameda County
Teachers' Association**

An affiliate of the California Teachers' Association
and the National Education Association

AND THE

**Alameda County
Superintendent of Schools**

JULY 1, 2012 – JUNE 30, 2015



ALAMEDA COUNTY OFFICE OF EDUCATION

SHEILA JORDAN, SUPERINTENDENT
313 W. WINTON AVE. • HAYWARD CA 94544-1136
WWW.ACOE.ORG

TABLE OF CONTENTS

JULY 2012

	PAGES		PAGES
ARTICLE 1		ARTICLE 22	
AGREEMENT.....	1	SALARIES.....	39
ARTICLE 2		ARTICLE 23	
RECOGNITION	1	MISCELLANEOUS PROVISIONS.....	42
ARTICLE 3		ARTICLE 24	
DEFINITIONS.....	2	WORK STOPPAGE AND LOCKOUT	44
ARTICLE 4		ARTICLE 25	
NEGOTIATION PROCEDURES	4	CONSULTATION	44
ARTICLE 5		ARTICLE 26	
PERSONNEL FILES.....	4	DISCIPLINARY ACTION	45
ARTICLE 6		ARTICLE 27	
BOARD AND SUPERINTENDENT RIGHTS.....	5	PEER ASSISTANCE PROGRAM	46
ARTICLE 7		ARTICLE 28	
ASSOCIATION RIGHTS	5	INDEPENDENT STUDY PROGRAM (IS PROGRAM) ..	51
ARTICLE 8		ARTICLE 29	
PERSONAL AND ACADEMIC FREEDOM.....	5	SAVINGS CLAUSE	53
ARTICLE 9		<hr/> SIDE LETTERS	<hr/> 55
GRIEVANCE PROCEDURE	6	APPENDIX A – REFERENCED IN ARTICLE 9	
ARTICLE 10		GRIEVANCE CLAIM.....	57
PROFESSIONAL DUES OR FEES AND		APPENDIX B – REFERENCED IN ARTICLE 22	
PAYROLL DEDUCTIONS	9	PROCEDURES FOR APPROVAL OF UNITS FOR	
ARTICLE 11		ADDITIONAL SALARY.....	58
PUBLIC COMPLAINTS	10	PROFESSIONAL GROWTH INCREMENTS.....	59
ARTICLE 12		APPENDIX C – REFERENCED IN ARTICLE 16	
TEACHING HOURS	11	ANNUAL GOALS AND OBJECTIVES PLANNING FORM.....	60
ARTICLE 13		APPENDIX D – REFERENCED IN ARTICLE 16	
JOB SHARING.....	14	OBSERVATION AND CONFERENCE FORM.....	65
ARTICLE 14		APPENDIX E – REFERENCED IN ARTICLE 16	
LEAVES.....	15	FINAL EVALUATION FORM	66
ARTICLE 15		APPENDIX F – REFERENCED IN ARTICLE 14	
CLASS SIZE.....	22	REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE..	71
ARTICLE 16		APPENDIX G – REFERENCED IN ARTICLE 10	
TEACHER EVALUATION	23	DECLARATION	72
ARTICLE 17		APPENDIX H – REFERENCED IN ARTICLE 17	
ASSIGNMENT & TRANSFER OF TEACHERS.....	28	NOTICE OF INTEREST: INSTRUCTOR-IN-CHARGE ..	73
ARTICLE 18		APPENDIX I – REFERENCED IN ARTICLE 3	
STATUTORY CHANGES.....	30	2013-14 CALENDARS	74
ARTICLE 19		APPENDIX J – REFERENCED IN ARTICLE 22	
TEACHER SAFETY.....	31	2012-13 TEACHER SALARY SCHEDULES	76
ARTICLE 20		APPENDIX K – REFERENCED IN ARTICLE 22	
AUTHORIZED REIMBURSEMENTS	36	INSTRUCTOR-IN-CHARGE SCHEDULE	79
ARTICLE 21		APPENDIX L – REFERENCED IN ARTICLE 21	
TEACHER BENEFITS.....	37	MEDICAL AND DENTAL COVERAGE, OTHER BENEFITS	80
		APPENDIX M – REFERENCED IN ARTICLE 19	
		NOTICE OF UNSAFE/UNHEALTHY/HAZARDOUS CONDITION BY	
		ACTA UNIT MEMBER	81
		APPENDIX N - Referenced in Article 12	
		Notification of Scheduling of a Substitute for	
		SDC Teacher	82

ARTICLE 1 AGREEMENT

- A. The Articles and provisions herein constitute a bilateral and binding agreement (Agreement) by and between the County Superintendent of Schools (Superintendent) and the ACTA/CTA/NEA (Association), an employee organization.
- B. This Master Agreement shall remain in full force and effect from July 1, 2012 to June 30, 2015.
- C. For the 2013-2014 and 2014-2015 work years, the parties agree to bargain for each year: Article 21: Health and Welfare Benefits (unit member paid health benefit programs); Article 22: Salaries; and up to two other articles per party; the 2014-2015 and 2015-2016 work calendars; and other issues mutually agreed to by the parties.
- D. The terms of the 2012-2015 agreement shall be in full force and effect until both parties have completed negotiations for the successor contract. Both parties can open any article for the year of the successor contract (2015-2016).

Revised 6/14/01; 6/14/04; 12/12/06; 6/10/09; 6/2/10; 4/8/13

ARTICLE 2 RECOGNITION

The Superintendent recognizes the Association as the exclusive representative of all certificated employees of the Superintendent, but excluding all of the following: management, confidential, and supervisory employees as defined in the Act; those persons paid on the coordinator/specialist salary schedules and substitute, summer school, and hourly employees.

ARTICLE 3 DEFINITIONS

- A. Teacher refers to any employee who is included in the appropriate unit as defined in **Article 2** and, therefore, covered by the terms and provisions of this Agreement.
- B. Day means any day in which a bargaining unit member is required by contract to render service.
- C. Negotiable Items mean matters relating to teachers' salaries, hours of employment, and other terms and conditions of employment which shall be limited to health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of teachers, organizational security, and procedures for processing grievances.
- D. Negotiate in Good Faith means a serious and honest effort on the part of each party to reach agreement, including the duty to meet and negotiate, as provided by Section 3543.7 of the Act.
- E. School Day means the amount of time each day, in accordance with the appropriate calendar in Appendix I, when teachers are required to be at their assigned work location or locations.

On the first day of service, all teachers shall be provided a schedule which indicates class time and teacher arrival time.

Failure to meet time schedules provided may result in either a letter of reprimand and/or loss of salary.

- F. Immediate Family means the bargaining unit member's spouse and the unit member's and spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, or any person residing in the immediate household, including the bargaining unit member's domestic partner and any individual for whom the bargaining unit member serves as a legal guardian.
- G. Daily Rate of Pay means the teacher's annual salary divided by the number of days of service shown in Article 12, Section F, of this Agreement.
- H. Position means the type of class to which a teacher has been assigned at a particular location or locations.
- I. Consultation means the parties will meet at mutually agreed upon times and places for the purpose of exchanging information, data, and opinions without responsibility to reach agreement.
- J. Inservice Training means those activities approved by the Superintendent, the purpose of which is to expand the knowledge of bargaining unit members to better serve students. The decision to participate in a particular inservice training activity rests with the bargaining unit member.
- K. Staff Development means those activities designed to expand the knowledge of bargaining unit members to better serve students. Participation by bargaining unit members in staff development activities is required.
- L. Board means the Alameda County Board of Education and/ or the County Superintendent of Schools.
- M. Seniority means a teacher's placement in an established order of employment. The order of employment is determined by the recent date of uninterrupted paid service.

For teachers who first rendered paid service to the County Office on the same date, the Superintendent shall determine the order of termination solely on the basis of needs of the County Office and the students thereof, in accordance with Education Code Section 44955.

Specific criteria for termination shall be established which will, upon request, be distributed to any affected teacher.

- N. Categorical Position means a position in which persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements in accordance with Education Code Section 1294.5. A

person employed in the regular program who subsequently accepts a categorical position shall retain all rights of return to the regular program provided by law.

O. Student Programs shall include:

1. Any Community School site operated by Student Programs and Services.
2. Any Juvenile Court School (JCS) site operated by Student Programs and Services.
3. Any "Pregnant and Parenting Teen" school/program site operated by Student Programs and Services.
4. Any Infant Program school site operated by Student Programs and Services.
5. Any Independent Study (IS) Program site operated by Student Programs and Services.

P. Other unit member assignments shall include:

Project EAT

ARTICLE 4 NEGOTIATION PROCEDURES

- A. Negotiations shall take place at mutually agreed upon times and places.
- B. The Association reserves the right to appoint up to five (5) bargaining representatives.

The number of representatives will be determined as follows:

- 1-36 teachers = 3 representatives
- 37-48 teachers = 4 representatives
- over 48 teachers = 5 representatives

The representatives shall receive one hundred and seventy-five (175) hours per year, collectively, of release time without loss of compensation to meet and negotiate. Additionally, thirty (30) hours of negotiating time beyond the school day shall be paid for at the hourly rate by the Superintendent.

Additional release time, without loss of compensation, shall be provided the representatives to take part in impasse proceedings.

- C. The parties acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter within the scope of negotiations, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Superintendent and the Association agree that the other shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement unless both parties agree to do so.
- D. The Superintendent shall furnish to the Association a copy of specifically requested county and state reports and information within five (5) days of request. No charge shall be levied for these materials.

ARTICLE 5 PERSONNEL FILES

- A. Personnel files on each teacher will be maintained in the Human Resources Office. Information contained therein shall be transmitted only to staff members of the Office who need to have such information to carry out their assigned duties. No such information will be released to any person except the teacher to whom it applies, or to any other person, unless the teacher shall have given permission in writing.
- B. Information of a derogatory nature shall not be entered on file unless and until the teacher is given notice and an opportunity to review and comment thereon. During such review, which shall take place during normal working hours, the teacher may attach written comments to any derogatory statement placed in his/her file.
- C. All teachers may, upon request, review materials in their personnel file. Review of materials in a personnel file is to be made at a time when a teacher is not actually required to render services to the Office. Any teacher may insert in his/her file any writing in explanation, justification for, or rebuttal to any information contained therein.
- D. Teachers shall have the right to insert in their file any documents, other than those identified in 2 and 3 above, not to exceed three (3) pages each.
- E. All teachers are to inform the Human Resources Office of any change in their residence address and telephone number within two (2) weeks of change. Failure to meet this requirement may result in a letter of reprimand.

**ARTICLE 6
BOARD AND SUPERINTENDENT RIGHTS**

- A. The Association recognizes that the Board and Superintendent have the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the Office to the full extent authorized by law.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and Superintendent and the adoption of such rules, regulations, and policies as they may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

**ARTICLE 7
ASSOCIATION RIGHTS**

- A. The Association and its members shall have the right to make use of school facilities, upon approval of the Superintendent or his/her designated representative, on the same basis, and subject to the same rules and regulations, as other private individuals or entities.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, which shall be provided by the Association. In addition, the Association may post notices on employee bulletin boards which may be installed by the Superintendent.
- C. The Association shall have the right to use institutional mail boxes and other means of communication to the extent permitted by law.
- D. Authorized representatives shall be permitted to transact official Association business on Office property provided that instruction is not disrupted.
- E. Not more than ten (10) days during each year of this Agreement, without loss of pay, to a representative(s) of the Association for the purpose of conducting Association business. The Association president shall provide written notification to the Superintendent at least three (3) days prior to the use of such leave.
- F. Upon written request, the Superintendent shall furnish to the Association whatever information the Association is legally entitled to receive in order that it may fulfill its function as the exclusive representative. In any cases of request relating to personal teacher information, where teachers have not authorized the release of their home addresses or telephone numbers to the Association, only the work site and work phone number will be provided.

**ARTICLE 8
PERSONAL AND ACADEMIC FREEDOM**

- A. Teachers shall have freedom to implement the adopted course of study including the right to recommend the selection of appropriate materials and determine student needs as they relate to the curriculum.
- B. The academic freedom of teachers does not exclude, however, the authority and responsibility of the Superintendent or his/her designated representative to question, consult, and direct teachers when, in the Superintendent's judgment, such action is necessary.
- C. The Superintendent shall not inquire into, nor predicate any adverse action upon, a teacher's personal, political, and organizational activities or preferences unless such activities interfere with the satisfactory performance of teaching duties.

ARTICLE 9 GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by one or more bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. The grievant is the aggrieved person or persons, including the Association or representative thereof, making the claim.
3. For purposes of this Article, a day is any day the County Office of Education is open for business.
4. An immediate supervisor is the grievant's supervisor.
5. The Director is the Director of Student Programs.

- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting interpretation of the specific terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures

1. Informal Step

- a. An aggrieved bargaining unit member shall first discuss the grievance with his/her immediate supervisor, either directly, accompanied by an Association representative, or represented by the Association, with the objective of resolving the matter informally.
- b. This discussion must be requested within twenty-five (25) days of the alleged violation or within twenty-five (25) days of when the grievant knew or reasonably should have known of the facts constituting the alleged violation.

2. Step One

- a. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than seven (7) days after the informal conference, on the form provided in Appendix A.
- b. Within seven (7) days after receipt of the grievance, if requested by either the immediate supervisor, grievant, or Association, the aforementioned parties shall meet to resolve the matter.
- c. Within seven (7) days after receipt of the grievance, or after the Level I conference, if requested, the immediate supervisor shall render a decision in writing, together with supporting reasons.

3. Step Two

- a. Within seven (7) days of receipt of the decision at Level I, or if no decision is rendered within the required time, if the grievant is still not satisfied with the decision, the grievance may be appealed to the Director.
- b. Within seven (7) days after receipt of the grievance, if requested by either the Director, grievant, or Association, the aforementioned parties shall meet to resolve the matter.
- c. Within seven (7) days after receipt of the grievance, or after the Level II conference if requested, the Director shall render a decision in writing, together with supporting reasons.

4. Step Three

- a. Within seven (7) days of receipt of the decision at Level II, or if no decision is rendered within the required time, if the grievant is still not satisfied with the decision, the grievance may be appealed to the Superintendent.
- b. The Superintendent or his/her designated representative shall give the grievant and the Association representative, if any, an answer in writing no later than seven (7) days after receipt of the written grievance.

D. Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted using non-work hours, unless there is mutual agreement to other arrangements which then shall include release time without loss of pay in order to permit participation.
2. The Superintendent and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the teacher's immediate supervisor, the teacher may present such grievance at Step Three of this procedure provided notice is given to the immediate supervisor prior to level three presentation of the grievance.

E. Time Limits

1. The time limits specified at each level shall be maximums. The time limits may, however, be extended by mutual written agreement of the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the answer at the previous step.
4. All time limits shall be extended day-for-day during winter and spring recesses. During the summer recess, the time limits for the processing of any grievance beyond the filing at Step One (Section C.2.a.) shall be extended day-for-day.

F. Teacher's Legal Rights

1. Nothing contained herein shall deny to any teacher his/ her rights under state or federal constitutions and laws.
2. No teacher may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew the teacher's contract of employment.
3. No teacher shall use the grievance procedure to appeal any decision of the Superintendent, if such decision is required by a State or Federal Regulatory Commission or Agency.
4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. An individual teacher may present his/her grievance to the Superintendent or his/her designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Superintendent or his/her designated representatives 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.

G. Arbitration

1. Within twenty (20) days following receipt of the decision of the Superintendent, the Association, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

2. Powers and Duties of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as such powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. Shall have no power to establish salary schedules or change any salary figure thereon.
- c. Shall have no power to rule on any of the following:
 - (1) The termination of services of, or failure to re-employ, any teacher.
 - (2) Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law.
 - (3) Any matter involving the ultimate conclusions of the evaluator.
- d. Shall have no power to change any practice, policy, or rule of the Superintendent, nor to substitute the arbitrator's judgment for that of the Superintendent as to the reasonableness of any such practice, policy, rule, or any action taken by the Superintendent, unless such practice, policy, rule, or Superintendent action is an alleged violation of the specific terms of this Agreement.
- e. Shall have no power to decide any question in which, under this Agreement, is within the responsibility of the Superintendent to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities, except as they may be specifically qualified by this Agreement.
- f. Shall refer back to the parties any matter on which the arbitrator has no power to rule. The matter shall be referred back to the parties without decision or recommendation on its merits.
- g. Will provide a decision in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as judged to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement. The Superintendent and the Association shall implement the decision in whole, or by mutual consent the parties may consult on alternatives.

3. Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the Superintendent and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

4. Jurisdiction

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

ARTICLE 10
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Authorization shall continue in effect from year-to-year unless revoked in writing thirty (30) days after the day the Agreement expires.

Pursuant to the authorization, the Superintendent shall deduct one-tenth (1/10) of the dues from the regular salary check of the teacher each month for ten (10) months. Beginning with the month of September, deductions for teachers who sign the authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member working under contract for less than a full school year shall pay the amount certified by the Association for that member's work year. Such payment may also be made through prorated payroll deduction.

- B. Within thirty (30) calendar days of employment or revocation of Association membership retroactive to the date of employment or revocation, the teacher shall:
1. Apply for membership in the Association, execute and deliver a membership dues payroll deduction authorization, or
 2. Execute and deliver a service fee payroll deduction authorization, or
 3. Make arrangements with SACTA for direct payment of membership dues or service fees to SACTA.
- C. The Superintendent shall make available to teachers forms and materials provided by SACTA to accomplish the obligation pursuant to this Article.
- D. If a teacher fails to comply with No. 2 above, the Superintendent shall deduct the service fee from the salary due the teacher, retroactive to date of regular employment or date of revocation.
- E. A teacher who is a member of a bonafide religion, body, or sect which has historically held conscientious objection to joining or financially supporting employee organizations, shall not be required to join or financially support the exclusive representative organization (SACTA) if the teacher files a declaration (Appendix G) with both the Superintendent and SACTA showing that he/she sincerely holds such beliefs. Such a teacher shall be required to file a declaration and a statement indicating that the amount of the service fee is to be directed to one of the three non-labor, non-religious charitable organizations or sects chosen by SACTA and approved by the Superintendent (Appendix G). If the teacher fails to make a selection within thirty (30) days, SACTA shall make the selection and inform the Superintendent of the choice. The payroll deduction shall then be made pursuant to No.1 above.
- F. A teacher who is exempted pursuant to No. 5 above, will be required to reimburse the Association for reasonable expenses incurred should the teacher make use of the grievance procedures contained in Article 9 of the Agreement. The collection of said expenses shall be the sole responsibility of the Association.
- G. The Superintendent agrees to forward all deducted funds to the Association in a timely manner and furnish to the Association the amounts and a list of names of all teachers from whom deductions have been made. The Association agrees to remit to the Superintendent the amount of \$25.00 per year to cover expenses of this service.
- H. The Association shall indemnify, defend, and hold the Superintendent harmless for any claim of any nature and against any lawsuit instituted against the Superintendent including reasonable attorney's fees arisen from the deductions for dues and service fees under this Article.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, tried, or appealed.

The Superintendent shall have exclusive authority to select his attorney.

ARTICLE 11 PUBLIC COMPLAINTS

A. Informal Procedure

1. Any complaint against a bargaining unit member shall be discussed privately by the unit member and the member's supervisor within five (5) days of the time the supervisor receives the complaint.
2. Within five (5) days of hearing about a complaint, a bargaining unit member shall attempt to confer on an informal basis with the complainant. The bargaining unit member's immediate supervisor shall attend this conference if the bargaining unit member so requests.

B. Formal Procedure

1. If the matter is not resolved at the informal level and the complainant desires to file a formal complaint, the complainant shall file the complaint in writing on a form provided by the County Office. If no written complaint is received, the matter may be dropped.
2. The bargaining unit member shall be notified within five (5) days of receipt of a written complaint. The bargaining unit member's supervisor shall attempt to arrange a meeting with the complainant and the unit member. The member shall be entitled to have a representative present.
3. The supervisor shall attend and act as a recorder and fact finder and shall render a written decision no later than ten (10) school days after the meeting. The supervisor shall send a copy of the written decision to the bargaining unit member and the party making the complaint.
4. If the matter is not settled to the satisfaction of either party, an appeal may be made in writing to the Superintendent of Schools within ten (10) days. Within ten (10) days of receiving an appeal, the Superintendent or designee shall send a copy of the decision rendered to the bargaining unit member and the party involved in making the complaint.

C. General Provisions

1. No adverse action shall be taken against a bargaining unit member nor any notation placed in a unit member's personnel file based upon an anonymous complaint.
2. Complaints which are withdrawn or shown to be false shall neither be placed in the bargaining unit member's personnel file nor utilized in any adverse action against a bargaining unit member.

ARTICLE 12 TEACHING HOURS

- A. The length of the teacher work week shall not exceed 36.25 hours. The workweek shall include student contact hours, before and after school supervision/preparation time, lunch and recesses.
- B. In addition to the teacher workweek outlined in Section A. above, a teacher may be scheduled for up to twenty-four (24) additional hours each school year, with not more than six (6) such hours during any one school month, for staff and faculty meetings and staff development. Instructors-in-charge may be scheduled for up to sixty (60) additional hours each school year, with not more than eight (8) such hours during any one (1) school month for all purposes listed in this section. ACTA unit members shall be notified five (5) business days in advance of any additional hours and for any scheduling changes of the additional hours except in an emergency.
- C. Each teacher could be assigned a maximum of three hundred (300) instructional minutes per day. Each teacher shall have a minimum of a thirty (30) minute lunch break.

By May 31st, a site-based decision-making process will be used at each site on an annual basis, to determine the preparation time schedule, with the goal of a daily preparation period that is equal to a continual class period, or as close as possible to that goal, for the subsequent year. The decision shall be determined by the majority of all teachers at each site voting for a specific preparation schedule. Teachers may elect, through a majority vote, to utilize their preparation time in lieu of an after-school meeting.

- D. Agendas for all faculty and staff meetings shall be provided to bargaining unit members at least one day prior to the faculty and staff meeting, and unit members shall be permitted to add items to the agenda.
- E. Changes in student contact hours or changes from those existing in the prior school year, and reorganization or restructuring of the existing teacher school day shall only be made after consultation with the unit members involved prior to such changes in the school day.
- F. Exchange Weeks
 - 1. Bargaining unit members may be approved to work exchange weeks for their daily rate of pay provided that they are approved to take an equal number of hours as non-work time during the September to June calendar period. A "day" shall consist of 7.25 hours.

Exchange weeks shall include summer and recess weeks.

- 2. Summer School Exchange Weeks
 - a. Bargaining unit members may be approved to work exchange weeks for teaching summer school classes. Exchange weeks shall be considered only as a part of two (2) or four (4) week blocks. Unit members may share a four (4) week block.
 - b. Maximum flexibility shall be allowed when determining how a unit member achieves exchange weeks. For example, unit members may:
 - (1) Choose during summer school to fulfill their 7.25-hour workday by teaching the required number of summer school hours and by working on a special project; or
 - (2) Earn an exchange week by teaching 36.25 summer school hours; or
 - (3) Serve as Lead Teachers during the summer school; or
 - (4) Other options agreed to by the Association and the County Office.
 - c. Ten (10) business days advanced notice must be given when requesting to change prescheduled exchange weeks. Administrative approval is required.
 - d. When applying to teach summer school, unit members shall declare their desire for summer school exchange weeks, and shall indicate the exchange week or weeks they

desire. To the extent possible, unit members shall receive the non-work week or weeks they choose to substitute. If conflicts arise when scheduling the non-work days during the regular work year, the most senior unit member's choice(s) shall be assigned first. Members shall have the next work year's calendar available to them when exchange weeks positions are posted, if negotiated.

- e. Application for summer school shall be received by unit members no later than mid February, and returned to the County Office no later than mid March. Positions for exchange shall be assigned as follows:
 - (1) 1st priority: Position at unit member's current site: senior teacher with appropriate credential; other positions (if any) may be filled by unit members at the site who are appropriately credentialed;
 - (2) 2nd priority: Position at site other than unit member's current site: senior teacher with appropriate credential if all else is equal.
- f. The Agreement between the parties shall apply to all bargaining unit members during summer school employment.

G. Teacher Work Year & Staff Development

- 1. Beginning school year 2013-2014, the work year for bargaining unit members shall be 185 days, of which 180 days shall be student contact days. Three (3) days shall be designated as staff development and two (2) days shall be non-student contact days. Each of the two non-student contact days can include a one and a half (1 1/2) hours meeting scheduled at the site. Such meeting shall end 90 minutes after the contractual day has begun or convene 90 minutes before the end of the contractual work day.
- 2. A Staff Development Committee shall be convened consisting of at least three (3) bargaining unit representatives totaling three (3) selected by the Association and at least one (1) management representative. The Association appointees are selected as follows: one from Court School sites, one from Community School sites and one from the pregnant and parenting teen programs. Other additional association members may volunteer to participate as members of the committee. Association members on the committee shall be compensated for their time as outlined in Article 22, B, 3.
- 3. Only after all bargaining unit members seeking a work year beyond 185 days have been scheduled shall the Superintendent seek teachers from outside the bargaining unit. When a summer or recess position has been requested by more than one bargaining unit member, the order of assignment shall be:
 - a. 1st priority: current assignment
 - b. 2nd priority: senior ACTA member with appropriate credential if all else is equal

H. Unit members who must move due to assignment to a new site or classroom may request and shall be provided assistance. The site administrator shall meet with the unit member who is to move and develop a plan for that move. The plan will provide release time for the unit member that will not exceed three (3) days.

I. Special Education Preparation Time: Bargaining unit members who have qualified SDC students assigned to their case load may have at least one additional preparation period each day which shall be dedicated to testing; developing IEP's, attending IEP meetings; conferencing with parents and students; and other professional activities to ensure compliance with state and federal special education mandates. For the purpose of this Section, "one additional preparation period" is equivalent to a regular continuous class period at a school site. If a bargaining unit member does not have the additional prep period defined above, and has SDC students assigned to their caseload, then they may request (see Appendix N for form) and shall receive release time equal to a minimum of one half day according to the following formula:

- 1. Each initial = one day substitute
- 2. Each annual = one half day substitute

3. Each tri-annual = one or one half-day based upon review of Special Education Director
The release time will be scheduled within ten (10) days from the teacher's request.
- J. Except in extraordinary circumstances, no unit member shall be required to generate, complete or transmit paperwork relative to billable expenses for the receipt of average daily attendance.

ARTICLE 13 JOB SHARING

- A. Two regular, full-time teachers may request to participate in job sharing by applying in writing to the Superintendent or his/her designee by March 1 of the school year prior to the school year in which the job sharing will be in effect.
- B. Interested teachers shall be required to submit a written proposal to the Superintendent or his/her designee for approval by April 1 of the school year prior to the school year in which job sharing will be in effect. The written proposal shall conform to the provisions of this Section and shall include teaching duties to be performed, days and times of services, coverage of extra duties, and other traditionally educationally related activities including open house, parent teacher conferences, and staff meetings. It shall be the responsibility of the teachers to develop a plan for the full-time job sharing position including a plan for teacher deployment in the event of a breach of the job sharing agreement.
- C. The Superintendent or his/her designee shall respond by May 1 by either approving or disapproving all such plans submitted for consideration.
- D. If the teachers' proposals are approved, the teachers shall be required to submit a request for leave without pay for the percent of time the individual teacher will not be working.
- E. Salary and health benefits provided to the teachers shall be proportionate to time served by each teacher. In no case shall the health benefit exceed the total amount provided one regular full-time position except for the dental and life insurance plans, which shall cover both teachers in full.
- F. Job sharing agreements, including the terms, assignment, salary, and fringe benefits, shall be reduced to writing and provided to both parties for signatures by May 15. Written agreements shall be renewed with mutual agreement of the Superintendent and the teachers on an annual basis by March 1 of the subsequent school year. If agreements cannot be reached, the participating teachers shall return to full-time assignments.
- G. In the event either teacher is unable to fulfill the job sharing agreement, the Superintendent may take action to implement the agreement reached pursuant to B above.

ARTICLE 14 LEAVES

A. Sick Leave

1. Each teacher employed five (5) days a week for a full school year shall be entitled to twelve (12) days paid leave annually for illness or injury. A teacher employed less than regular school calendar or less than five (5) days a week shall be entitled to that proportion of the annual allowance as the number of days in the regular school calendar for the position assigned, or as the number of days employed per week bears to five (5).
 - a. Sick leave shall be credited annually on July 1, and unused sick leave will accumulate from year to year.
 - b. When scheduling allows, a teacher out for one-half day or less shall be charged actual time rounded to the next highest hour.
2. The Superintendent may require proof of illness or injury where:
 - a. A teacher is absent on sick leave for three (3) or more consecutive days.
 - b. There is reasonable cause to believe the teacher is abusing sick leave. (Reasonable cause – to believe a teacher is abusing sick leave could include but not be limited to a pattern of sick leave usage occurring on a regular basis.)

The teacher's supervisor shall consult with the teacher to determine the reason for the pattern of sick leave use.

After consultation, if sick leave abuse is suspected, the supervisor may then indicate possible corrective measures.
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom are, for all job-related purposes, temporary disabilities.
4. All disabilities caused by illness or injury shall qualify the teacher for sick leave benefits.
5. All leave for disabilities shall be subject to the following conditions:
 - a. The disability is substantiated in writing by a physician who certifies that the disability was of such a nature as to have prevented the employee from working, and the number of days such disability continued.
 - b. The substantiation and certification are submitted to the Superintendent within thirty (30) calendar days of the first day for which the sick leave is claimed, or upon return to work, whichever occurs first.
6. Bargaining unit members shall be notified of their accumulated sick leave, in days, on their payroll warrants. Seven and one-quarter hours (7.25) is equal to one day.
7. Beginning the 2010-2011 work year, on or before September 1, teachers who have used no more than two (2) days of sick leave and/or personal necessity leave between July 1 and June 30 of the preceding school year shall be notified and credited with one (1) additional day of sick leave. This day may be added to their accumulated sick leave or sold back to the Superintendent at the bargaining unit member's daily rate of pay.

B. Pregnancy Disability Leave

1. The Superintendent shall provide for leave of absence from duty, without pay, for any teacher of the Office who requests absence from duties because of pregnancy.
2. The length of the pregnancy disability leave, without pay, including the day on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician subject to the following conditions:

- a. The pregnant teacher may continue to work as long as her health will permit, as certified by her physician, and so long as she can carry out her duties and responsibilities.
 - b. The pregnant teacher shall file a statement by her physician no later than the commencement of her fifth (5th) month of pregnancy certifying the estimated date of delivery, and that the teacher is in good health, and that, in the physician's judgment, the teacher can continue to carry out her assigned duties and responsibilities without danger to herself or her child.
 - c. Pregnancy Disability Leave shall be credited in accordance with state and federal law.
3. A teacher returning after expiration of pregnancy disability leave shall be entitled to return to the same position, provided her physician certifies that the teacher's health will permit her to discharge all the duties and responsibilities of her position.
 4. A teacher on pregnancy disability leave may return to duty prior to the expiration of her leave provided an unfilled (example, any position filled by a substitute) position for which she is qualified exists and her physician certifies that the teacher's health will permit her to discharge all the duties and responsibilities of her position. Unless the Superintendent has contracted with another teacher to fill her position, the teacher on leave will be returned to her former position.
 5. A teacher's absence due to pregnancy disability leave shall not result in forfeiture of probationary or permanent status.
 6. A teacher on pregnancy disability leave may continue health and welfare benefits at the teacher's expense.

C. Child Care Leave

1. Child care leave, without pay, after delivery or adoption, shall be granted a teacher, upon request, for not more than one (1) school year nor for less than one (1) semester.
2. A teacher returning after expiration of child care leave shall be entitled to return to the same position within the same year of the leave. Beyond the school year of the commencement of the leave, it will be at the discretion of management where to place the returning teacher.
3. A teacher on child care leave may return to duty prior to the expiration of the leave provided an unfilled (example, any position filled by a substitute) position for which the teacher is qualified exists. Unless the Superintendent has contracted with another teacher to fill the position, the teacher on leave will be returned to the former position.
4. The teacher's absence due to child care leave shall not result in forfeiture of probationary or permanent status.
5. A teacher on child care leave may continue health and welfare benefits at the teacher's expense.

D. Family Medical Leave

Family Medical Leave shall be available and administered in accordance with federal and state law.

E. Extended Illness Leave

Pursuant to Education Code Section 44977, if a teacher has utilized all accumulated sick leave and is still absent on account of illness or injury for a period of five (5) school months or less, the amount of salary deducted in any month shall not exceed the sum paid a substitute during the period of absence. The five (5) months period or less during which the above deductions occur shall not begin until all other paid sick leave for which the teacher is eligible has been exhausted.

When a unit member has exhausted all available sick leave including accumulated sick leave and continues to be absent on account of illness or accident beyond the five month period provided for above, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on an reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is

on permanent status. When the unit member is medically able during the 24- or 39-month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five month period for above. If a unit member returns from extended illness leave and subsequently becomes ill, during the same school year, that individual may resume taking the balance of extended illness leave providing the illness is verified by a physician.

F. Personal Necessity Leave

1. Up to the annual allocation of sick leave absence allowed pursuant to Section A of this Article may be used by a teacher with prior notification for the following:
 - a. Death or serious illness of a member of his/her immediate family.
 - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - c. The adoption of a child.
 - d. Paternity leave, where such leave is necessary to care for the newborn child or mother of the newborn child.
2. In addition to the purposes specified in 1. above, three (3) days of personal necessity leave may be used for:
 - a. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
 - b. Personal importance leave which describes an employee's activity that cannot be deferred to another day or time when the employee is free from duties and is not for the purposes of other employment; attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in other remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity; to take examinations or engage in other activities related to advanced training.
 - c. Such other reason as approved by the Superintendent/Designee based upon terms and conditions deemed appropriate by the Superintendent.
3. Verification of reason for use of personal necessity leave pursuant to paragraph 1. above may be requested by the Superintendent within ten (10) working days of receipt of the request/explanation for personal necessity leave form. Upon request for verification, the teacher shall have ten (10) working days to comply with such request.
4. Requests for use of personal necessity leave pursuant to paragraph 2. above shall be made and approved by the Superintendent at least three (3) work days prior to the commencement of the leave and shall state the purpose of the leave, manner of verification of leave, and the date or dates for which leave is requested (Appendix F).
5. Use of this leave shall be taken in full-day increments only.
6. Failure to adhere to timelines defined herein shall be grounds for denial of this leave.

G. Personal Leave

Unit members may take one (1) day of personal leave each school year. Such leave shall require prior notice in the same manner as sick leave but shall not require advance permission. Personal leave shall be charged against personal necessity leave and, therefore, sick leave. Personal leave may not be taken on the day before or after a holiday or vacation period, before or after a 3-day weekend, or on the first working day of the school year. Personal leave shall be taken in full-day increments only.

H. Emergency Leave

1. Emergency leave may be granted for up to three (3) days in any school year for one of the following reasons:
 - a. Extension of bereavement leave.
 - b. Serious injury or illness to a member of the teacher's immediate family or an accident involving the teacher's person, property, or the person or property of a member of his/her immediate family.
 - c. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
2. Emergency leave will be granted only after personal necessity leave has been exhausted.
3. Emergency leave shall not be deducted from sick leave and is not accumulative.
4. A teacher shall notify his/her administrator as soon as possible of the need to take emergency leave and the reason therefor.

I. Bereavement Leave

Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles is involved, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

J. Industrial Accident or Illness Leave

1. Industrial accident or illness leave shall be available to teachers pursuant to Education Code Section 44984.
2. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct from accumulated sick leave the industrial accident and illness leave used by a teacher who is absent as the result of an industrial accident or illness.
3. As a condition of receiving full salary while on industrial accident or illness leave, the teacher shall endorse over to the Superintendent all monies received from the workmen's compensation insurance carrier on account of such industrial accident or illness.

K. Jury Duty Leave

Leave for jury duty shall be granted with full pay if the following conditions are met:

1. The teacher shall notify his/her administrator when the call to jury duty is received.
2. The teacher endorses over to the Superintendent all fees, except travel reimbursement, received by the teacher for jury service.
3. Upon return to duty, the teacher shall provide a copy of the summons to the administrator.

L. Military Leave

1. Military leave shall be granted to teachers pursuant to Military and Veteran's Code Section 395 and Education Code Section 45059.
2. The teacher shall apply to the Superintendent for such leave twenty (20) days prior to commencement and shall provide a copy of the military order at time of application or at the earliest date.

M. Study Leave

The Superintendent may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

1. A teacher shall apply to the Superintendent for such leave no later than twelve (12) weeks before its anticipated commencement.
2. A teacher on study leave shall be entitled to return to the same position.
3. A teacher on study leave may continue health and welfare benefits at the teacher's expense.

N. Inservice Leave

1. A teacher, with the Superintendent's approval, may be granted paid leave each school year for the purpose of improving performance. Such leave may be used to visit other schools, attend professional workshops and conferences, or other activities related to the performance of the teacher's duties and responsibilities.
2. The teacher shall apply to the Superintendent for each leave no later than twenty (20) days prior to commencement.

O. Sabbatical Leave

Sabbatical leave shall be granted to teachers pursuant to Education Code Sections 44966 and 44967 under the following terms and conditions:

1. Such leave may be taken only for purposes of study or travel, in which the travel is necessitated by a plan of independent study or research.
2. Not more than four percent (4%) of teachers may be on sabbatical leave at any time.
3. The application for such leave shall be made prior to January 31 of the school year prior to the year of desired leave, and shall describe the proposed course of study, or travel and independent study or research, in such detail sufficient to permit a determination by the Superintendent of its worth to the Office and the pupils thereof.
4. Such leave shall not exceed a full school year.
5. Compensation while on sabbatical leave shall be paid in the same manner as if the teacher were working in his/ her regular position upon the teacher's furnishing a suitable bond in the amount paid to or on behalf of the teacher indemnifying the Superintendent against loss in the event the teacher does not render at least two (2) years' service to the Office after completion of such leave. Such bond shall be exonerated if the failure to render at least two (2) years service is due to death or physical or mental disability of the teacher.
6. Salary while on sabbatical leave shall be one-half (1/2) of the salary the teacher would have earned had the teacher not been on leave.
7. The teacher will receive one-half (1/2) of the fringe benefit allowance while on sabbatical leave.
8. If the sabbatical leave is for one full year, the year spent on sabbatical leave shall be considered a year of service for salary schedule advancement. If the sabbatical leave is for one semester, the semester spent on sabbatical and the semester worked shall be considered a year of service for salary advancement.
9. All sabbatical leave requests shall be submitted to the Superintendent for consideration of approval.
10. Evidence of completion of the approved course of study or research shall be submitted to the Superintendent not later than December 1 of the school year immediately succeeding the year during which the leave was taken.

P. Leave Without Pay

1. Semester leave without pay may be granted, upon application of permanent teacher, by the Superintendent for a period not less than one (1) semester nor more than one (1) school year. No salary or fringe benefits will be paid to a teacher while on leave without pay. However, the teacher may pay benefit premiums. The period of leave without pay shall not count for any purpose, including advancement on the salary schedule. The application must be made in writing to the Superintendent no less than forty-five (45) days prior to the commencement of the leave.

A teacher on leave without pay must notify the Superintendent of his/her intent to return to work on the specified return date. Notification shall not be less than twenty (20) days prior to the end of the leave. Failure to notify the Superintendent prior to this time period constitutes abandonment of the position.

2. Leave without pay may also be granted, upon application of a permanent teacher, for not more than two (2) weeks in any one fiscal year. Such leave without pay will not affect fringe benefits. The application must be made in writing to the Superintendent no less than ten (10) days prior to the commencement of the leave.

Q. Miscellaneous

1. Upon request of the teacher, the Superintendent may extend a teacher's unpaid leave for an additional one (1) year.
2. Any teacher who seeks an extension of an unpaid leave shall make application not later than eight (8) weeks preceding the expiration of the original leave.
3. A teacher returning from any leave shall be entitled to return to the same position, subject to the provisions of **Article 17**.
4. Failure to meet any requirement or timeline may result in one or all of the following: letter of reprimand, loss of specific leave benefit, and loss of salary.

Revised 6/10/09; 6/2/10; 4/8/13

ARTICLE 15 CLASS SIZE

- A. Class sizes in the Juvenile Court School/Camp Wilmont Sweeney shall not exceed the following numbers of pupils:
 - 1. Juvenile Court/School/Camp Wilmont Sweeney Class shall not exceed sixteen (16) students.
 - 2. The physical education class size in the Butler Academic Center/Camp Wilmont Sweeney may only exceed fifteen (15) students up to a maximum of twenty-five (25) students when one (1) additional adult supervisor is provided and may exceed twenty-five (25) only when two (2) additional adult supervisors are provided, but in no case shall the class exceed thirty-five (35) students.
- B. During any calendar month, a Community School Class shall not exceed an average attendance of fifteen (15) students.
- C. Class sizes in the CalSAFE program shall normally not exceed an average daily attendance of thirty (30) to one (1) in two (2) consecutive months.
- D. Class size and enrollment in the infant program will be based on State Department of Education guidelines.
- E. During any calendar month, an Independent Study teacher shall meet and instruct no more than an average of thirty (30) students.

ARTICLE 16 TEACHER EVALUATION

- A. The Superintendent and Association agree that the purpose of teacher evaluation is to maintain and improve the quality of instruction provided to pupils enrolled in the schools and classes maintained by the Superintendent.
- B. Frequency of Evaluations
 - 1. Evaluation Every Year: Probationary teachers shall be evaluated every year.
 - 2. Evaluation Every Other Year: Permanent teachers shall be evaluated at least every other year, except for those who qualify under Section B.3. immediately below.
 - 3. Evaluation Every Five (5) Years
 - a. By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply:
 - (1) The unit member has achieved permanent status.
 - (2) The unit member has been employed by the County Office for ten (10) years. For the purposes of this section, a year of employment shall count if the unit member was employed for at least 50% of the days required in the unit member's work year. Fractions of a work year of less than 50% may be added together to achieve a full work year. The ten (10) years of employment need not be continuous.
 - (3) The unit member's immediate prior evaluation was deemed satisfactory as defined in Section C.f. below.
 - (4) The unit member has been determined to be highly qualified as defined in the ESEA 20 UCS Section 7801.
 - b. Withdrawal from a Mutual Agreement
 - (1) Mutual agreement may be withdrawn by either the evaluator or the unit member providing the withdrawal is not based on arbitrary or capricious reasons.
 - (2) Administrative reasons for termination of a mutual agreement are: the progress of students toward established standard of expected pupil achievement; the instructional techniques and strategies used by the unit member; the unit member's adherence to curricular objectives; and the establishment and maintenance of a suitable learning environment.
 - (3) The individual requesting to withdraw from a mutual agreement shall place their reason(s) in writing not later than 30 days prior to the last day of the school year. The withdrawal shall take effect the following school year.
- C. Evaluation Based on the California Standards of the Teaching Profession
 - 1. Unit members shall be evaluated on the following California Standards for the Teaching Profession
 - a. Standard One: Engaging and Supporting All Students in Learning:
 - (1) Connecting students' prior knowledge, life experience, and interests with learning goals.
 - (2) Using a variety of instructional strategies and resources to respond to students' diverse needs.
 - (3) Facilitating learning in experiences that promote autonomy, interaction, and choice.
 - (4) Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.
 - (5) Promoting self-directed, reflective learning for all students.

- b. Standard Two: Creating and Maintaining Effective Environments for Student Learning
 - (1) Creating a physical environment that engages all students.
 - (2) Establishing a climate that promotes fairness and respect.
 - (3) Promoting social development and group responsibility.
 - (4) Establishing and maintaining standards for student behavior.
 - (5) Planning and implementing classroom procedures and routines that support student learning.
 - (6) Using instructional time effectively.
- c. Standard Three: Understanding and Organizing Subject Matter for Student Learning
 - (1) Demonstrating knowledge of subject matter content and student development.
 - (2) Organizing curriculum to support student understanding of subject matter.
 - (3) Interrelating ideas and information within and across subject matter areas.
 - (4) Developing student understanding through instructional strategies that are appropriate to the subject matter.
 - (5) Using materials, resources, and technologies to make subject matter accessible to students.
- d. Standard Four: Planning Instruction and Designing Learning Experiences for All Students
 - (1) Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
 - (2) Establishing and articulating goals for student learning.
 - (3) Developing and sequencing instruction, activities, and materials for student learning.
 - (4) Designing short-term and long-term plans to foster student learning.
 - (5) Modifying instructional plans to adjust for student needs and respond to ongoing assessments.
- e. Standard Five: Assessing Student Learning
 - (1) Establishing and communicating learning goals for all students.
 - (2) Collecting and using multiple sources of information to assess student learning.
 - (3) Involving and guiding all students in assessing their own learning.
 - (4) Using the results of assessments to guide instruction.
 - (5) Communicating with students, families, and other audiences about student progress
- f. Standard Six: Developing as a Professional Educator
 - (1) Reflecting on teaching practice and planning professional development.
 - (2) Establishing professional goals and pursuing opportunities to grow professionally.
 - (3) Working with communities to improve professional practice.
 - (4) Working with families to improve professional practice.
 - (5) Working with colleagues to improve professional practice.
 - (6) Balancing professional responsibilities and maintaining motivation.

D. Evaluation Process

1. Annual Standards and Goals Planning Process

- a. Upon offer and acceptance of employment, unit members new to the County Office shall be notified they shall be evaluated during their first and second year of employment. No later than June 1, 2012, current teachers will be on an odd/even cycle or 5-year cycle. In subsequent years, teachers will be notified by June 1st of any changes to previous year's schedule. Evaluation cycle will be posted on the secure internal drive.

- b. No later than October 1 of each work year a unit member being evaluated shall complete an Annual Standards and Goals Planning Form (Appendix C) by self-selecting two (2) Standards and at least two (2) Goals under each Standard the unit member desires to concentrate their professional efforts for the work year.
 - c. No later than October 30 the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of the Conference, a tentative date shall be scheduled for the Pre-Observation Conference.
 - d. In the event of a disagreement on the Annual Standards and Goals Planning Form, the Assistant Superintendent of Student Services shall make a good faith effort to mediate the disagreement. In the event the mediation process fails to produce agreement, the Assistant Superintendent shall make a finding and that determination shall be final. Resolution of such a disagreement shall be completed no later than November 10 of the evaluation year. The unit member may request attendance of the Association representative in the mediation process.
2. Classroom Observation Process
- a. Pre-Observation Conference
 - (1) Within five (5) working days prior to a classroom observation the unit member and the evaluator shall meet to discuss the observation.
 - (2) The date of the Pre-Observation Conference shall be noted on the face of the Final Evaluation Form (Appendix D).
 - b. Classroom Observation
 - (1) There shall be one (1) or two (2) classroom observations by the evaluator, each of which shall be not less than thirty (30) minutes.
 - (2) If a second observation is desired by either Party, the unit member and the evaluator shall mutually determine a date for the Pre-Observation Conference for the additional observation.
 - c. Post-Observation Conference
 - (1) The Post-Observation Conference shall take place no later than ten (10) working days after the classroom observation.
 - (2) The evaluator's initial written Observation and Conference Form shall remain in draft format pending discussion during the Post-Observation Conference. Within five (5) working days of the Conference, the unit member shall receive the final Observation and Conference Form which has been signed by the evaluator. The unit member shall sign the final Observation and Conference Form acknowledging receipt but not agreement with the content of the Form and return it to the evaluator. The evaluator shall see the unit member receives a copy of signed final Form.
 - (3) If the unit member disagrees with the content of the final Observation and Conference Form, s/he has the right to write comments and have them attached to the final Form.
 - (4) The Post-Observation Conference may also serve as Final Evaluation Conference to finalize the Final Evaluation Form.
3. Final Evaluation: The completed Final Evaluation Form (Appendix E) shall be discussed by the unit member and the evaluator in a Final Observation Conference. The Final Evaluation Form shall be signed by both the unit member and the evaluator. Signature by the unit member acknowledges receipt of the Form but not agreement with the specific content. One copy of the Final Evaluation Form shall be provided to the unit member no later than thirty (30) days before

the last teacher workday in the school year in which the evaluation takes place. The unit member shall have the opportunity to append a statement to the Final Evaluation Form.

4. Unsatisfactory Evaluation: When an evaluation results in an overall rating of unsatisfactory, the unit member shall be evaluated annually until s/he achieves a satisfactory evaluation. The following procedures shall be followed:
 - a. Administrative Assistance
 - (1) The Final Evaluation Form shall show the specific recommendations of the evaluator or the unit member for correcting the unsatisfactory performance, including a description of such direct assistance to the teacher as the evaluator, in his/her sole judgment, may deem necessary.
 - (2) Additional Classroom Observation(s): Not less than one (1) additional classroom observation shall be made prior to the end of the work year. The first additional observation shall occur not less than fifteen (15) days and not more than thirty (30) days following the Final Evaluation Conference. A second additional observation, if deemed necessary, shall occur not less than forty-five (45) days or more than sixty (60) days following the first additional classroom observation. Each of these additional classroom observations shall result in a Post-Observation Conference as outlined in Section D.2(c) above. If the first additional classroom observation is satisfactory, additional classroom observations shall be waived by mutual consent of the unit member and the evaluator.
 - b. Improvement Program: If the Final Evaluation deems a unit member's performance in teaching methods and instruction as unsatisfactory, the teacher may be required to participate in a program designed to improve the appropriate areas of performance. Any such program shall be developed by the evaluator and the Assistant Superintendent of Student Services in consultation with the unit member. The employer shall be responsible for the fees and expenses of such a program. Professional growth credit will not be granted for employer-paid course work or course work completed during the assigned workday.
 - c. Additional Classroom Observation(s): Not less than one (1) additional classroom observation shall be scheduled by the unit member and the evaluator when sufficient time has elapsed under the Improvement Plan to deem the classroom observation appropriate. A second additional observation, if deemed necessary, shall occur not less than forty-five (45) days or more than sixty (60) days following the first additional classroom observation. Each of these additional classroom observations shall result in a Post-Observation Conference as outlined in Section D.2(c) above. If the first additional classroom observation is satisfactory, additional classroom observations shall be waived by mutual consent of the unit member and the evaluator.
 - d. Additional Formal Observation by a Different Evaluator: The unit member may request an additional formal observation by a person other than the unit member's assigned evaluator and may request such additional assistance as, in the teacher's judgment, will assist in correcting the unsatisfactory work. The Classroom Observation procedures outlined in Section D.2 shall be utilized by the unit member and the additional observer. The selection of the other person shall be made by the Superintendent.
 - e. Association Representation: The teacher may request Association Representation in the aforementioned unsatisfactory evaluation process.

E. Disagreement of Evaluation Content

In the event there exists a difference of opinion between the evaluator and unit member over the content of any Final Evaluation, the unit member shall have the right to provide and attach to the Final Evaluation Form such information, data, or other statement in explanation or mitigation of the content of the Final Evaluation as the unit member, in his/her sole discretion, may determine.

F. Time Limits

Any time limits provided for in this Article may be extended by mutual agreement of the Employer and the Association.

ARTICLE 17

ASSIGNMENT AND TRANSFER OF TEACHERS

A. Definitions:

1. Reassignment is the placement of a bargaining unit member to a different position at or within his/her school site.
2. Transfer is the relocation of a bargaining unit member from one school site to a different school site.
3. Vacancy is a position requiring certification qualifications which is not filled by an employee in the bargaining unit.

B. Reassignment and Transfer Considerations

1. Reassignments and Transfers shall be made with consideration given to programmatic needs, teacher credential qualifications, and senior teacher interest and preference.
2. Reassignment and transfer requests shall not be made and/or denied arbitrarily, capriciously or without basis in fact.

C. Postings

1. Each internal vacancy posted shall include the following information:
 - a. Site location of vacancy; and
 - b. Subject matter of position
2. If there is a vacancy during the school year, all sections of this article shall apply, except the timelines shall be as follows:
 - a. All vacant positions shall be posted for internal transfer.
 - b. Bargaining unit members shall have 10 business days to apply for a position from the date it is first posted.
 - c. Bargaining unit members shall be notified within 15 working days of the administrative action on their request.
3. In the event a position is opened for internal transfer or reassignment during summer recess, bargaining unit members shall be notified of the opening if unit members have provided Human Resources a summer email address for that purpose. No later than June 1, Human Resources shall email ACTA members a notice to provide a summer email address for this purpose.
4. All internal open positions shall be emailed to unit members at their work email address.

D. Reassignment and Transfer Timelines

1. By May 1 (or the preceding work day if the 1st falls on a non-work day), notice of all vacancies for the subsequent school year shall be posted and shall remain open for at least ten (10) work days.
2. By May 10 (or the preceding work day if the 10th falls on a non-work day), all bargaining unit members requesting a reassignment or voluntary transfer shall submit a form to the Chief Human Resources Officer. Bargaining unit members who do not apply for reassignment or transfer shall remain in their current positions for the following school year.
3. By May 30 (or the preceding work day if the 30th falls on a non-work day), all bargaining unit members requesting reassignment or transfer shall be notified in writing of administrative action on their request. If a reassignment or transfer request is not granted, the letter shall include the reasons the request was denied.

E. Reassignment and Voluntary Transfer Provisions

1. All bargaining unit members shall be notified of their teaching assignments for the subsequent school year no later than June 1 (or the work day preceding it if the 1st falls on a non-work day).
2. No reassignments and/or voluntary transfers shall be made until all qualified bargaining unit members who so request within the time limits are considered.
3. No new certificated teachers shall be placed by the Superintendent until the reassignment /voluntary transfer process is complete and all current bargaining unit members are placed for the subsequent school year.
4. All bargaining unit members shall be notified of mid-year reassignments or transfers with no less than 5 business days' notice.
5. For program continuity, when bargaining unit members are reassigned and/or transferred, they shall be able to take with them classroom materials they determine to be germane to their new positions.
6. Bargaining unit members returning from leave shall be afforded all rights of reassignment and voluntary transfer provided under this Article.

F. Involuntary Transfer and Involuntary Reassignment

In the event that a teacher needs to be involuntarily transferred or reassigned, the following procedures shall be followed:

1. The bargaining unit member shall be notified in writing of the intent to transfer or reassign under this Section.
2. The intent to transfer or reassign shall be discussed at a conference with the bargaining unit member at a mutually agreed upon time of no less than five (5) days nor more than ten (10) days after receipt of written notification. A representative of the Association shall, upon request, be present at this conference.
3. The conference shall include a discussion of the specific reasons for the involuntary transfer or reassignment which, if requested, shall be furnished in writing within five (5) days of the request.
4. A bargaining unit member involuntarily transferred or reassigned shall have the right to apply for any subsequent vacancy for which s/he is qualified.
5. This procedure shall be followed regardless of the administrative level from which the involuntary transfer or reassignment originated.

G. Instructor-in-Charge

1. A written notification announcing instructor-in-charge position(s) and associated responsibilities shall be provided to all bargaining unit members at the site. Bargaining unit members shall have 10 business days to apply for a position from the date it is first posted by submission of a Notice of Interest form (appendix H) to the corresponding director of the program. Bargaining unit member(s) shall be notified within 15 working days of the administrative action on their request(s). Each bargaining unit member's Notice of Interest shall be considered by the Director.
2. In the event the instructor-in-charge resigns or leaves his/her responsibility at any time during the regular school year, all bargaining unit members in the program shall be notified following the procedures in G1. Instructors-in-charge shall be a year-to-year assignment.

ARTICLE 18
STATUTORY CHANGES

- A. Mandated improvements in teacher benefits, which are brought about by the amendment or addition to statutory guarantees now provided in California or federal law shall be provided to all teachers.
- B. Reduction or elimination of teacher benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of the effective date of such amendment or repeal to negotiate concerning such benefits in this Agreement.

ARTICLE 19 TEACHER SAFETY

A. Safety and Health

1. The Alameda County Office of Education (ACOE) is committed to providing all employees and students with a safe and healthy learning/working environment. Any complaint that identifies a hazardous condition, and/or that poses an immediate danger to a bargaining unit member or students shall receive the highest priority. The administrator shall take immediate steps to protect the safety of the unit members and to eliminate or correct the hazardous/unsafe condition.
2. Unit members are required to report any unsafe, unhealthy or hazardous working condition. The "Notice of Unsafe/Unhealthy/Hazardous Condition" form in the Collective Bargaining Agreement, (refer to Appendix M) shall be completed by the unit member or by ACTA for notification to the administration. Upon notification of an unsafe, unhealthy or hazardous condition by the employee and/or ACTA, his/her administrator/administrative designee shall, as soon as possible, but no longer than five (5) working days, provide the complainant, any other affected bargaining unit members, and the ACTA president, of steps being taken to address the problem. This notice shall include any interim measures that may be utilized to temporarily rectify a condition, along with the process to initiate the undertaking of major repairs. The parties agree the provisions of this section apply only to unsafe, unhealthy or hazardous conditions, as opposed to normal/routine maintenance issues. The ACOE shall provide a response timeline as defined below:
 - a. In regards to sites under the jurisdiction of a collaborating agency (for example: including but not limited to Probation and Thunder Road landlords/property managers) the ACOE shall respond as defined below:
 - (1) The parties agree that when the ACOE is not primarily responsible for the unsafe/unhealthy/hazardous condition, the administrator shall take action with the collaborating agency to rectify the identified condition and provide the members at that site and the ACTA president with a written summary of the communication.
3. If the unit member or ACTA is not satisfied with the administrator's disposition of the issue, he/she may appeal the problem, in writing to the superintendent or designee for further consideration and action. The determination of the matter by the superintendent or designee shall be reported to the unit member and ACTA as soon as possible, but not more than ten (10) days after receipt of the appeal. The unit member or ACTA may request the response to be in writing.
4. The ACOE will convene a Safety Committee including ACTA bargaining unit members, selected by the ACTA President, representing each program by February 2, 2009. The committee's functions shall include reviewing, revising and updating site safety plans. The Site Safety Plans shall be reviewed within the first two months of each subsequent school year, and revised if necessary, on an annual basis by the Committee, or sooner if a new site is opened. The members will agree upon the plans by consensus. The members will serve on a voluntary basis and receive compensation at the hourly rate for any meeting time after work hours.
5. The Site Safety Plans will include, but not be limited to, evacuation plans, lock down drills, earthquake drills, fire drills, frequency of drills, a hierarchical plan of action for a teacher to take in the event of a student fight, crisis response plan, elements of a flu pandemic plan, and emergency alarm system for each site. The plan at Juvenile Justice Center shall include the plan for employees to evacuate in case the central control office is out of commission due to an emergency. A copy of the Site Safety Plan shall be available in every office and available

electronically. The initial Site Safety Plans shall be submitted to ACTA no later than September 30, 2009.

6. The ACOE shall annually inform ACTA and School Site Safety Committees, and unit members upon request, of the location of Cal-OSHA general safety information provided by Cal-OSHA.
7. Unit members will not be subject to any disciplinary action for making or filing any complaint involving an unsafe working condition. Nothing in this Article shall preclude an employee from filing a Cal-OSHA claim.
8. The ACOE shall annually request the pesticide spraying schedule from the collaborating agencies at the start of each school year. The ACOE, when possible, will notify all site personnel prior to the application of pesticides. Sensitive unit members shall inform their administrator of their sensitivity. The administrator shall notify the member as soon as possible that spraying will occur and identify a mutually acceptable modification.
9. Affected unit members shall be informed at least three (3) days before their rooms are to be painted, and if necessary, modifications shall be made. The removal of graffiti, inflammatory or obscene language, signs or pictures or painting necessary to complete a repair to an unsafe condition may be done at any time without prior notice.
10. In the event that pepper spray is used, exposed unit members shall not have to return to the affected area until the unit member finds the condition of the air acceptable. If members are sprayed, members will be given time to change their clothing.
11. In the event that other chemicals are used, the exposed unit member, if sensitive, shall be able to leave the area upon notifying probation staff and/or site administrator/designee, and the unit members shall return upon determining the condition of the air is acceptable.
12. The ACOE shall provide campus supervision at all Community Schools and Cal-SAFE for the time students are on campus. Campus supervision and safety will include issues such as outsiders on campus, monitoring for weapons, illicit substances, and intoxicated persons. ACOE will provide sufficient campus supervision to ensure the safety and security of staff.
13. Emergency and disaster drills will be held at least once a semester, and if necessary, ACOE will coordinate the drills with any collaborating agencies.
14. Lockable storage shall be provided in a bargaining unit member's work space.

B. Assault

1. Teachers shall report immediately to their supervisors any verbal or physical assault upon their persons which arises out of their employment. Upon agreement that an assault has occurred, the supervisor shall immediately report the matter to the appropriate law enforcement agency. The unit member will be notified of the actions that have taken place with the student, and may request a report in writing. The unit member will receive a written response within five (5) working days upon his/her request.
2. Teachers who are threatened or assaulted by students during the performance of their duties may exercise the amount of physical control necessary to protect themselves, property, or health and safety of pupils. The site administrator shall be notified immediately. The ACOE shall take the necessary steps to alleviate the problem.
3. When a unit member is injured as a result of an assault, he/she shall follow the timeline for submitting a workers' compensation injury claim form to his/her supervisor that the supervisor will provide upon knowledge of the incident or upon request. Medical expenses will be covered under

the workers' compensation provision of the law. Unit members will be reimbursed for personal articles damaged during an assault.

4. All teachers shall receive training during work hours from the ACOE on ways to defend oneself when physically assaulted by a student within a year from their hiring. The training shall be mutually agreed upon between ACTA and the ACOE. Training for veteran teachers in ensuing years shall be voluntary.
5. After the unit member has been involved in a violent or traumatic incident at the site, the unit member will be provided paid release time as mutually agreed upon by the unit member and the site administrator.

C. Teacher Suspension of Pupils

1. A teacher may suspend any pupil from his or her class, for any of the acts enumerated in Ed Code Section 48900, for the day of the suspension and the day following. The teacher shall send the pupil to the principal or the administrative designee, or follow site suspension procedures, for appropriate action, and there shall be a written report to the principal of the suspension. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference.
2. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal. If the pupil is assigned to more than one class per day the suspension shall apply only to the class period from which the pupil is suspended. A pupil suspended from a class shall not be placed in another regular class during the period of suspension.

D. Communication

1. All ACOE classrooms, with the exception of Juvenile Hall, shall contain a telephone with access to an outside line. All members shall have direct electronic access to support personnel which may include security officers, administrators, and probation staff.
2. All sites shall have an emergency alarm system that will alert all members to an emergency.
3. Once receiving knowledge of a major student disturbance which has occurred on campus during school, or after-school hours at residential programs, bargaining unit members will be notified promptly. Examples of major disturbances include death of a student, possession of a weapon, assaults, or a severe change in the mental health of a student. For example, if there is a major disturbance at 9:00 a.m., members would be notified as soon as the administrator knows.
4. The ACOE shall notify the teacher of each pupil as soon as possible, but not later than the third day from when the County Office is notified of any student in that teacher's classroom who has engaged in, or is reasonably suspected of having engaged in, any of the acts set forth in Ed Code 48900 and be required to be disclosed to teachers under Ed Code 49079.
 - a. The behavior referred to above includes but is not limited to the use of force or violence, assault, sexual assault or harassment, possession of weapons or explosives, using or selling controlled substances, robbery, and/or damaging property, all of which are more fully defined by Ed Code 48900.
 - b. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

E. Bloodborne Pathogens, Dispensing of Medication and Emergency Injections

1. Unit members may choose to voluntarily accept professional training in performing emergency injections.
2. Unit members, with the exception of nurses, shall not be required to provide injections with the exception of emergencies, and only if they have received appropriate training in accordance with Ed Code 49423.5. If an ACTA member is averse to providing emergency injections, the ACOE shall make every effort to identify alternative staff at the site.
3. The ACOE shall provide to unit members training in the handling of blood and bodily fluids, and shall provide equipment including but not limited to latex gloves, disposable mouth to mouth breathers, and facilities to wash with anti-bacterial soap and hot water at every site.

4. Training in dispensing medication and performing emergency injections shall occur as soon as the student's needs have been identified. Follow-up training in subsequent years will be provided when requested by the unit member.

ARTICLE 20 AUTHORIZED REIMBURSEMENTS

- A. Schedules of teachers assigned to more than one location shall be developed in consultation with the teacher involved to minimize the amount of travel.
 - 1. Teachers who are required to use their vehicles in performance of their duties in Alameda and adjacent counties and teachers who are assigned to more than one (1) school per day shall be reimbursed monthly for all such travel at the rate established as non-reportable income by the Internal Revenue Service.
 - 2. Whenever teacher(s) are interested in attending a professional activity, the Director shall provide procedures for mileage reimbursements as defined above, based on funds available, number of teacher requests, and distance to be traveled.

- B. Property Loss
 - 1. Teachers shall be reimbursed for the repair or replacement of any personal property of the employee lost, damaged, or destroyed while the employee was on duty in the school, on the school premises, or at a school-sponsored activity, unless such damage or loss is due to negligence by the employee, and is not covered by the employee's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee.
 - 2. In the event a payment is made under this policy, the Superintendent will, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The Superintendent will be entitled to enforce its subrogation right in any court of competent jurisdiction.
 - 3. The maximum amount of the Superintendent's reimbursement shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.

- C. Equipment Loss
 - 1. Teachers shall be reimbursed for the loss, destruction, or damage by arson, burglary, or vandalism of property used for school instructional purposes in the Office. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the person or persons bringing the property and the Director, or the person appointed by him/her for this purpose, at the time the approval for its use was given.
 - 2. The maximum amount of the Superintendent's reimbursement shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.

ARTICLE 21 TEACHER BENEFITS

A. Teachers

1. Effective July 1, 1999, the Superintendent shall make available to each eligible bargaining unit member those benefits listed below which the unit member desires to purchase (benefits noted as "mandatory" must be purchased):
 - a. Optional:
 - (1) CalPERS Plans, (see Appendix L)
 - b. Mandatory
 - (1) Provident Life Insurance (participation in the first tier of group life plan required)
 - (2) Delta Dental Service Plan, (see Appendix L)
2. Effective February 1, 2005, (see Appendix L)
3. The Superintendent shall provide, at no cost to the employee, liability insurance for bodily injury, property damage, personal injury, and advertising injury while acting within the scope of their employment in the amount of ten million dollars (\$10,000,000).

A teacher, while on unpaid leave, may pay the cost of health and welfare benefits for which s/he is eligible.

B. Retirees

1. The Superintendent shall provide, at no cost to the teacher, a Delta Dental Service plan for retirees for a period of five (5) years from the confirmed date of retirement under PERS or STRS. Eligibility shall be determined by the retiree meeting the following criteria:
 - a. Employee is age 55 or more at the time of retirement.
 - b. Employee's effective date of retirement is July 1, 1979 or later.
 - c. Employee has had twenty (20) years of service in STRS and/or PERS.
 - d. Employee shall have been in paid status in the employment of the Office of the Alameda County Superintendent of Schools for the five (5) years [sixty (60) months] immediately preceding retirement date.
2. Retirement Medical Insurance Benefits
 - a. Eligibility
 - (1) The Superintendent agrees to pay medical insurance premiums for employees who retire without a voluntary break in service in accordance with the following schedule:
 - Less than 15 years of service = none
 - 15-19 years of service = 75 percent
 - 20+ years of service = 100 percent(Percentage is based on the Employee Only Kaiser Plan Premium)
 - (2) Employees must be receiving retirement benefits from either the Public Employees' Retirement System or the State Teachers' Retirement System and shall have been enrolled in the medical plan of choice for a period of five (5) continuous years immediately preceding the confirmed date of retirement.
 - b. Eligible employees hired prior to July 1, 1989, who retire on or after reaching age 55 but before reaching age 60, shall be provided health benefit coverage from the confirmed date of retirement until age 65, at which time all health benefit coverage shall cease.

- c. All other eligible employees who retire on or after reaching age 60 shall be provided health benefit coverage from the confirmed date of retirement for a five (5) year benefit period. In the event an employee reaches age 65 prior to the expiration of the five (5) year benefit period, the employee shall be provided the Medicare coordinated plan for the remainder of the five (5) year benefit period. Upon expiration of the five (5) year benefit period, all health benefit coverage shall cease.
 - d. Premium payment shall be prorated for part-time employees in accordance with the policy in effect at the time of retirement.
 - e. The retiring employee may elect to purchase coverage for spouse and dependents by paying all costs required.
 - f. The surviving spouse may elect to continue coverage by paying the premium costs involved, if allowed by law and the insurance carrier.
 - g. Retirees shall be required to pay that portion of the monthly premium not paid by the Superintendent in accordance with B.(1), B.(2), and B.(3), prior to the last day of the month preceding the month for which coverage is provided.
 - h. An employee eligible for the payment of medical premiums under this article may elect, instead, to receive a payment of \$200 per month for the same period of time during which he or she would be eligible for payment of medical benefits provided that the employee establishes that he or she is not personally receiving or eligible to receive retiree medical benefits from another public agency.
3. The Superintendent shall provide opportunity for past and future retirees and their spouses to matriculate into the Office group health and dental insurance plans subject to insurance company plan availability.

C. Health Benefits Committee

- 1. Membership: A Health Benefits Committee shall be established consisting of representatives of all employee groups within the County Office of Education. Each employee group choosing to participate shall select two (2) representatives to serve on the Committee.
- 2. Purpose: The purpose of the Health Benefits Committee is to receive and request information regarding health and welfare insurance carriers and plans, and to form consensus recommendations on carriers and plans to be submitted to the participating employee groups and the Superintendent. The Committee's recommendations are not binding on the Superintendent or the respective bargaining units.
- 3. Meetings: The Committee shall meet at least (3) times each year. The first meeting will be organizational to select a Chair and determine what information the Committee needs to carry out its assigned function. The second meeting will be held to receive and question information presented. The third meeting will be used to formulate recommendations. Nothing in this language precludes the Committee from meeting more than three (3) times each year to accomplish their work.
- 4. Staff: The Superintendent shall assign County Office Staff to facilitate the work of the Committee.

ARTICLE 22 SALARIES

A. Salaries

1. 2012-13 Work Years

- a. For the 2012-13 work years, the Certificated Salary Schedule and all other rates of pay shall be increased by 2.5%, effective July 1, 2012. The retroactive salary schedule increase of 2.5% shall be received no later than 45 days following ACTA membership ratification of this agreement. The retroactive payment for all other rates of pay shall be received no later than June 30, 2013.
- b. For 2012-13, the Superintendent shall provide all unit members a one-time payment of \$3,000.00. This payment shall be pro-rated by FTE and shall be paid to all unit members who are in an active, paid status as of the time this contract is ratified. This payment shall be received no later than 45 days following ACTA membership ratification of this agreement.

B. Other Teachers' Salaries

1. Librarians and Nurses shall be paid on the Certificated Salary Schedule.
2. Effective July 1, 2012, Instructors-in-Charge shall be paid an additional four thousand dollars (\$4,000.00). (Appendix K).
3. Effective July 1, 2001, bargaining unit members employed to perform teaching and/or other services in addition to their regular duties (excluding substitute services) shall be paid at the hourly rate of the first step of Column 2 on the Certificated Salary Schedule. Beginning on July 1, 1999, the hourly rate for disaster services shall be calculated as thirty-eight percent (38%) higher than the hourly rate for teaching and/or other services.
4. Effective July 1, 1999, bargaining unit members teaching summer school shall be paid at the hourly rate of the first step of Column 2 on the Certificated Salary Schedule. Other teachers employed as summer school teachers shall not be paid in excess of this amount.
5. Effective July 1, 2012, full-time bargaining unit members possessing a Master's Degree shall be entitled to one thousand dollars (\$1,000.00) annually, payable on a monthly basis. This payment for less than full-time teachers shall be prorated.
6. Following the successful completion of a professional growth program, any full-time bargaining unit member who has been employed by the County Office with at least ten (10) years of satisfactory performance and who has been on Step 16 of the Certificated Salary Schedules for three or more completed years, shall be entitled to receive a professional growth salary increase of one thousand six hundred dollars (\$1,600.00) annually. The professional growth program shall be similar to that required of teachers in Education Code Section 44277, except that the professional growth program in this Section shall consist of a minimum of nine (9) semester units or the equivalent of 135 clock hours (1 semester unit equaling 15 clock hours). The Professional Growth Advisor shall be the unit member's site administrator or mutually agreed upon administrator. The professional growth program submitted by the unit member must contain a specific time line for expected completion as the five-year statutory requirement set forth in Education Code Section 44277 et. seq. does not apply to this Section. (Appendix B-2)

C. Additional compensation for Community School and CALSAFE teachers who are assigned to instruct students not assigned to their classes, in addition to their class loads, when no substitute coverage is procured by the county office for an absent teacher.

1. In the event a teacher is absent from school, for any reason, for all or any fraction thereof, and the county office fails to provide a substitute teacher for that site, and the teacher(s) at the site are required to take students not on their class loads into their classrooms, for the day, or any

fraction thereof, the teacher instructing those additional students shall be compensated 4 hours additional pay per day at the hourly rate.

D. Administration

1. Years of Service Credit for Initial Salary Placement

- a. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service.
- b. Bargaining unit members employed for the 1999-2000 school year shall receive up to six (6) years of credit on the Certificated Salary Schedule for prior years of service.
- c. Effective July 1, 1999, bargaining unit members employed prior to the 1999-2000 school year shall be able to claim up to six (6) years of credit on the Certificated Salary Schedule for prior years of service if, when hired, they were denied such years.
- d. Effective July 1, 2001, bargaining unit members new to the County Office shall be able to claim the following number of years of prior service credit on the Certificated Salary Schedule:
 - (1) 2001-2002: Seven (7) years of service.
 - (2) 2002-2003: Eight (8) years of service.
 - (3) 2003-2004: Nine (9) years of service.

2. Credentialed teachers shall be granted one (1) step on the salary schedule for each fifteen (15) semester units of approved collegiate upper division or graduate level course work completed subsequent to initial employment, and for which salary step allowance has not previously been allowed by the Superintendent, not to exceed forty-five (45) such units. Only those semester units for which prior approval has been received shall be allowed for step advancement. Approval for course work shall be made by the Principal and shall be based on any or all of the following: (Appendix B-1)

- a. The course will increase the competency of a teacher to perform in his/her position.
- b. The course is required to obtain a different credential in order to perform the same, or essentially the same services as currently performed.
- c. The course will, in the judgement of the appropriate Principal, increase the competency of a teacher as a professional employee.

When a specific class/skill may not be obtained in an upper class division or graduate level course, a lower division course shall be accepted upon the approval of the Principal.

Course work approval for step movement must be received no later than June 15 of the year immediately prior to the school year in which the step movement is allowed. Corroboration of the completion of such course work prior to September 1 shall be presented to the Human Resources Office on or before 5:00 p.m. on September 1 of the school year in which the step movement is allowed.

Corroboration of units may be accomplished by one of the following: grade card, transcript, or letter from instructor showing successful completion of course and units of credit. Corroboration must be sent directly to the Human Resources Office.

Salary credit adjustment for earned units shall be made once annually beginning with the September payroll warrant.

The first step movement for units shall not occur until completion of three (3) consecutive years of satisfactory service with the Superintendent.

3. A full year, for the purpose of annual salary schedule advancement only, shall be the completion of seventy-five percent (75%) of the work year as defined in **12 - Teaching Hours**.

A part year teacher who completes fifty percent (50%) or more of the work year herein defined for two consecutive years, shall on commencement of the third year advance a step on the salary schedule.

A part year teacher's salary shall be computed as defined in **Article 3 - Definitions, G.** - Daily Rate of Pay.

4. Quarter units are converted to semester units by multiplying the quarter units by two-thirds ($2/3$). If this multiplication results in a fraction that, when added to the other semester units is within one-half ($1/2$) of the required units for qualifying for the next step, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next step.
5. The payroll period shall begin with the month of July, except that new employees shall, at their option, receive ten (10) or twelve (12) equal payments for the first year commencing with a payment on the last workday in September. The eleventh (11th) and twelfth (12th) warrants will be available on the last day of June.

ARTICLE 23 MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Superintendent and an individual teacher hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Superintendent which are or may in the future be contrary to or inconsistent with the specific terms of this Agreement.
- C. Within forty-five (45) days of the execution of this Agreement, or by August 1, whichever is later, the Superintendent shall have twenty (20) copies prepared and delivered to the Association, at the Association's expense.
- D. All teachers shall be provided, on their first day of required service, a written explanation of:
 - 1. Their responsibilities and duties
 - 2. Administrative procedures
 - 3. Established rules and regulations
 - 4. Daily school-wide and individual schedule including subject and grade level(s) of classes taught, room location, class times, preparation periods, and duty-free lunch.

E. All SPAS teachers shall be provided with curricular materials and supplies necessary to teach the subject(s) assigned. One hundred percent (100%) of lottery funds shall be used in the various county operated programs. A procedure is established for staff to apply for "grants" that would meet the unique needs of the students and professional development needs that ACOE services.

Fifty percent (50%) of accrued lottery funds shall be divided by the number of full-time equivalent unit members. Funds shall be available for expenditure on September 1 and upon receipt of the second lottery payment for the current school year. Any allocated classroom budget must be made available to all teachers at the site in question, with specific advance administrative approval required for all expenditures over \$100.00. Should a teacher elect to use a classroom budget allocation of lottery funds, the funds shall be applied to the purchase of materials for use in the classroom and/or for specific instruction. These funds will be used to reimburse teachers for purchases that cannot reasonable be accommodated through the regular supply requisition process.

Fifty percent (50%) of accrued lottery funds will be distributed through proposals submitted to the Staff Development Committee (see Article 12.G.2.). All certificated staff, administration, and support staff working with students in ACOE shall have the ability to submit a proposal to the Staff Development Committee.

This article applies to lottery funds received on or after July 1, 2012.

- F. In the event the Superintendent issues registered warrants, the Superintendent shall:
 - 1. Pay five percent (5%) interest per annum in accordance with Education Code Section 42692.
 - 2. Agree to coordinate activities necessary to facilitate the cashing of the registered warrants.
 - 3. Provide written information at meetings provided for teachers.
 - 4. Provide one-half day to end at noon for each month in which a registered warrant is issued. This will provide released time from duty to facilitate warrant cashing.
- G. A teacher's notification to the employer that he/she intends to resign shall remain revocable until such time as the employer officially takes action on such notification.
- H. Teachers are encouraged to provide as much advance notice of resignation as possible. All teachers shall provide a minimum of fifteen (15) days advance notice of resignation.

The Superintendent may, upon receipt of such notice, release the teacher at any time within the fifteen (15) days advance notice if mutually acceptable by both parties.

- I. In the event the teacher's resignation or retirement results in money owed to the Alameda County Superintendent of Schools, the teacher shall coordinate a repayment plan with the Payroll Office prior to resignation or retirement.

ARTICLE 24 WORK STOPPAGE AND LOCKOUT

- A. During the term of this Agreement, the Association and all teachers shall not encourage, cause, engage in, or sanction any strike, slow-down, willful absence from assigned work station, nor shall any teacher abstain in whole or in part from the full, faithful, and proper performance of all duties and responsibilities of employment. Any employee participating in the activities prohibited by this Article is subject to disciplinary action.

In the event the Superintendent fails to pay or issues registered warrants to the teachers, the Superintendent and the Association shall meet within three (3) days and discuss whether or not this Article shall remain in force. Failure to mutually agree within three (3) days, will render this Article null and void for the current fiscal year.

- B. During the term of this Agreement, the Superintendent shall not institute a lockout of teachers.

ARTICLE 25 CONSULTATION

- A. The Superintendent and Association agree, during the term of this Agreement, to meet at mutually agreed-upon times and places for the purpose of consultation on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, and other matters to the extent that all such matters are within the jurisdiction of the Board or Superintendent. Such other matters shall include but not be limited to the following:
1. The development of an inservice education program.
 2. Teacher orientation to current Superintendent procedures, services, facilities, and other terms and conditions of employment not within the scope of this Agreement.
 3. The improvement and expansion of programs, facilities, and services.
 4. Summer school staffing procedures and programming.
 5. The assignment of days on the school calendar for the subsequent year.
 6. Procedures utilized for Board compliance with Title VII (Civil Rights Act of 1964) and Title IX (Education Amendments of 1972) and Section 504 for the Handicapped Act of 1973.
 7. Procedures to be used to acquaint parties to the provisions of this Agreement to be completed at the earliest date.
- B. Nothing herein contained shall limit the authority of the Superintendent to consult with any employee or employee organization, or other group other than the Association, on any matter not within the scope of representation by the Association.

ARTICLE 26 DISCIPLINARY ACTION

- A. Disciplinary action must be substantiated and shall be for just cause.
- B. Progressive Discipline: The principles of Progressive Disciplinary action shall be followed in application of this Article, except for conduct which is of such nature that injures or threatens to injure the safety of students or other County Office employees.
 - 1. The intent of progressive discipline is to allow the County Office to demonstrate a good faith effort to correct behavior at the lowest level of consequence to bargaining unit members.
 - 2. The sequence of progressive disciplinary steps shall include verbal warnings, written warnings and written reprimands.
 - a. Progressive disciplinary steps may be repeated.
 - b. At the time of a verbal warning, the immediate supervisor shall discuss and clarify the specific act or omission with the bargaining unit member. If verbal warnings do not result in corrective conduct, a written warning may be issued for a similar act or omission.
 - c. At the time of a written warning, the immediate supervisor shall discuss and clarify the specific act or omission with the bargaining unit member. If written warnings do not result in corrective conduct, a written reprimand may be issued for a similar act or omission.
 - d. The elements of progressive discipline shall be administered in a timely manner, with “timely” defined as within ten (10) working days of when the immediate supervisor knew or reasonably should have known of the alleged act or omission.
- C. Immediate suspension may be made for those reasons specified in Education Code Section 44939 and the rights of the suspended unit member shall be those set forth in Section 44939.
- D. This Article shall not apply to any disciplinary action, for which there are statutory due process procedures.

ARTICLE 27 PEER ASSISTANCE PROGRAM

A. Purpose

The Association and the Superintendent may by mutual agreement establish a Peer Assistance Program that allows exemplary teachers to assist permanent and new teachers to develop as professionals. The focus of this Program is to improve instruction, including subject matter knowledge, strategies and teaching methods. The major emphasis of the Peer Assistance Program in the Alameda County Office shall reside in the voluntary aspects of the program as outlined below.

B. Definitions

1. **“Classroom Teacher”** or **“Teacher”** means any member of the certificated bargaining unit.
2. **“Consulting Teacher”** means a certificated bargaining member who is selected by the Joint Committee to provide assistance to Referred and/or Voluntary Participating Teachers.
3. **“Evaluator”** means the certificated administrator appointed by the Superintendent to evaluate a certificated teacher.
4. **“Referred Participating Teacher”** means any bargaining unit member with permanent status who receives assistance to improve his or her instructional techniques as a result of an unsatisfactory evaluation in the area of teaching methods or instruction.
5. **“Volunteer Participating Teacher”** means any bargaining unit member (temporary, probationary or permanent) who voluntarily participates in the Peer Assistance Program.

C. Joint Committee

The Joint Committee shall consist of five (5) members: three (3) permanent certificated classroom teachers who are chosen by the Association: one from incarcerated youth sites, one from Community School and one from CalSAFE and two (2) members chosen by the Superintendent. Membership terms may be changed by either party, normally considered to be a school year assignment.

1. The Joint Committee shall make all decisions through consensus for appointments, reports and recommendations to the Superintendent, and program plans. Failing consensus, decisions shall be made by majority vote. Four (4) of the five (5) Joint Committee members shall constitute a quorum for the purposes of meetings and conducting business, with the exception of recommendations to the Superintendent which shall require all members.
2. The Joint Committee shall establish its own meeting schedule. Whenever possible meetings shall take place during the regular workday. Joint Committee Members shall receive their per diem rate prorated if meetings extend outside the regular workday.
3. The Joint Committee shall be responsible for the following:
 - a. Providing annual training for Joint Committee members.
 - b. Adopting rules and procedures to effect the provisions of this Article, including but not limited to a method for selecting a Chair and another person to take and maintain meeting minutes. Said rules and procedures shall be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement shall prevail.

- c. Establishing application procedures for Consulting Teachers.
- d. Selecting the panel of Consulting Teachers.
- e. Providing training for Consulting Teachers prior to the Consulting Teachers participation in the program.
- f. Selecting trainers and/or training providers, which may include but not be limited to university, CTA staff and/or private consultants.
- g. Receiving written notification from the Superintendent of any teachers requiring participation in the Peer Assistance Program. Making available the list of Consulting Teachers for selection by Referred and Participating Teachers. Communicating to the site principal the name of the Referred Participating Teacher and their Consulting Teacher.
- h. Distributing at the beginning of each year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
- i. Reviewing the final report prepared by the Consulting Teacher.
- j. Making recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the Peer Assistance Program. The recommendation is to consist of:
 - 1. Referred Participating Teacher's name
 - 2. Referred Participating Teacher did or did not participate fully in the Peer Assistance Program, and one (1) of the following:
 - (a) Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - (b) Made significant progress and continued participation in the Peer Assistance Program is not needed; or
 - (c) Did not make progress and continued participation in the Peer Assistance Program is not recommended.
- k. Evaluating annually the impact of the Peer Assistance Program in order to improve the program.
- l. Developing the budget for the Peer Assistance.
- m. Planning staff development activities for the Peer Assistance Program with year-end carryover funds. To maximize the effectiveness of staff development opportunities, the Joint Committee and the Staff Development Advisory Committee established under Article 12.G.2 of this Agreement shall keep one another informed of training opportunities.

D. Confidentiality

All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential, subject to response to a subpoena or order of the court.

E. Referred Participating Teacher

1. A Referred Participating Teacher may select his or her own Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected by the Participating Teacher to work with him/her at any time during the first six (6) weeks of the process when requested by the Participating Teacher or the Consulting Teacher. The Participating Teacher shall be allowed only one (1) change per year.
2. A consulting Teacher shall not participate in the evaluation of any Referred Participating Teacher.
3. All communication between the Consulting Teacher and a Referred Participating Teacher shall be confidential, and without the written consent of the Referred Participating Teacher shall not be shared with others, including the site principal, the evaluator, or the Joint Committee, with the exception of the Consulting Teacher's final written report as described in Section 7.J of this Article.

F. Voluntary Participating Teacher

1. The purpose of participation in the Peer Assistance Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of any Voluntary Participating Teacher.
2. The Voluntary Participating Teacher may put in a request to the Joint Committee to participate in the Peer Assistance Program. The Consulting Teacher and the Voluntary Teacher shall meet to establish goals and develop a plan to meet his/her needs.
3. The Consulting Teacher shall not prepare any written report regarding a Voluntary Participating Teacher.
4. A Voluntary Participating Teacher may terminate his or her participation in the Peer Assistance program at any time. Terminating participation shall not be reflected in any evaluation or any report.
5. All communication between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential, and without the written consent of the Voluntary Participating Teacher, shall not be shared with others, including the site principal, the evaluator, or the Joint Committee.

G. Consulting Teacher

The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures developed by the Joint Committee, provided that the following shall constitute minimum qualifications: [credentialed classroom teacher with permanent status with at least four (4) years consecutive teaching experience; substantial recent experience in classroom instruction; and demonstrated exemplary teaching ability, as indicated by effective oral and written communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. A Consulting Teacher cannot be a member of the Joint Committee.

1. Consulting Teacher positions shall be filled by the posting of the position by the Superintendent. Each applicant is required to submit a completed application. All

applications shall be treated with confidentiality and they shall not be placed in a Consulting Teacher's personnel file. The Joint Committee procedures for selecting Consulting Teachers shall include provisions for classroom observation of the Consulting Teacher Candidates.

2. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be two (2) years, and s/he may not serve in the position for more than two (2) consecutive terms.
3. Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. A Consulting Teacher may not be appointed to an administrative position while serving as a Consulting Teacher nor supervise or evaluate a Referred Participating Teacher they worked with as a Consulting Teacher until two full years after the expiration of their Consulting Teacher term. This restriction may not diminish a bargaining unit member's right to transfer under Article 17 of this Agreement.
4. Consulting Teachers shall have the responsibility of no more than one (1) Referred Participating Teacher, or no more than two (2) Voluntary Participating Teachers each school year.
5. Consulting Teachers shall receive the following stipends:
 - a. One thousand five hundred dollars (\$1,500) per year for working with each Referred Teacher or Voluntary Teacher.
6. Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing and referring, or by other activities which in their professional judgement will assist the participating teachers.
7. The Consulting Teacher shall meet with Referred Participating Teachers to: discuss the Peer Assistance Program; establish mutually agreed upon goals and objectives; develop an assistance plan; and develop a process for determining successful progress in the Peer Assistance Program.
8. The Consulting Teacher shall meet with Voluntary Participating Teachers to establish mutually agreed upon goals and objectives and develop a plan to meet their needs.
9. The Consulting Teacher shall log the dates, times, and instructional area worked on with the Referred Participating Teacher and shall provide periodic written feedback to the Referred Teacher for discussion and review.
10. The Consulting Teacher's final report shall make recommendations to the Joint Committee in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Participating Teacher did or did not participate fully in Peer Assistance, and (1) of the following:
 - a. Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - b. Made significant progress and continued participation in the Peer Assistance Program is not needed; or
 - c. Did not make progress and continued participation in the Peer Assistance Program is not recommended.
11. The Consulting Teacher shall submit the written report to the Referred Participating Teacher to receive his or her input and signature before the Consulting Teacher submits it to the Joint Committee. The Participating Teacher's signature does not mean agreement, but rather that

s/he has received a copy of the report. 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. 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.

- H. The results of the Referred Participating Teacher's participation in the Peer Assistance Program shall be made available for placement in his or her personnel file and may be used in the evaluation of the Referred Participating Teacher.
- I. Functions performed by bargaining unit members under this document shall not constitute either management or supervisory functions.
- J. Unit members who perform functions as Consulting Teachers or Joint Committee Members under this Article shall have the same protection from liability and access to defense as other bargaining unit members.
- K. Budget for Peer Assistance Program
 - 1. The budget allocation for PAR as identified in the Superintendent's annual adopted budget will be developed by the Joint Committee.
 - 2. The budget for the Peer Assistance Program shall not, in any one year, exceed the funding allocation for that year.

ARTICLE 28
INDEPENDENT STUDY PROGRAM (IS PROGRAM)

- A. Work Year and Staff Development: There shall be three standard work years for unit members teaching in the IS Program:
3. 222-Day Work Year: A 222-day work year shall consist of 217 student contact days, three (3) staff development buy-back days, and two (2) work days (non-student contact days).
 4. 204-Day Work Year: A 200-day work year shall consist of 199 student contact days, three (3) staff development buy-back days, and two (2) work days (non-student contact days).
 5. 185-Day Work Year: A 185-day work year shall consist of 180 student contact days, three (3) staff development buy-back days, and two (2) work days (non-student contact days).
 6. If for unforeseen reasons, Budget Revenue Limit/Average Daily Attendance (BRL/ADA) funding for the IS Program is significantly changed, the Parties to this Agreement shall meet and bargain the impact of such change. Under no circumstance shall an IS Program teacher's work year be reduced below a 185-day work year.
- B. Work Calendar
5. Coinciding with the timelines established in Article 17, core unit members and there IS Program manager shall mutually agree on their yearly work calendar, as outlined in Section A. above. Core unit members are those teachers assigned to at least a 185-day work year in the IS Program. Unit members' yearly work calendars may be changed during the year upon mutual agreement of the unit member and their IS Program administrator. It is understood that work year calendars in the IS Program may not align with the traditional September through June school calendar.
 6. Program Transition: Recognizing the importance of program continuity for IS Program students, bargaining unit members shall be guaranteed transition time when tracking on and off their work schedule. Unit Members and there IS Program administrator shall determine when program transitioning shall take place. Unit members shall be compensated at the hourly rate of pay established in Article 22.B.3 of this Agreement for any and all work performed outside their regular duty day/year for program transition.
- C. Staffing
4. Posting of Positions: After completion of work calendar selection by current bargaining unit members as per Section B.1 above, the remaining days to be staffed shall be posted for current ACOE unit members teaching outside the IS Program. Consideration in placement shall be given to programmatic needs, teacher credential qualifications, and senior teacher interest and preference.
 5. Only after all ACOE unit members seeking an extended work year by teaching in the IS Program have been considered shall the Superintendent seek teachers from outside the bargaining unit.
- D. Compensation
7. 204-Day Work Year: Effective July 1, 2003, bargaining unit members working full time in the IS Program shall be compensated on the Certificated Salary Schedule found in Appendix J-2.
 8. 222-Day Work Year: Effective July 1, 2003, bargaining unit members working full time in the IS Program shall be compensated on the Certificated Salary Schedule found in Appendix J-2.
 9. Part-Time Employees From Outside the Bargaining Unit: Effective July 1, 2003, certificated unit members from outside the County Office of Education who are hired by the Superintendent to teach in the IS Program shall be compensated at their daily rate of pay according to their placement on the 185-Day Certificated Salary Schedule (Appendix J-1).
- E. Case Load: During any calendar month, an Independent Study teacher shall meet and instruct no more than an average of twenty-four (24) students.

F. Leave

1. Sick Leave: Bargaining unit members shall be entitled to the following days of paid leave annually for illness or injury.
 - a. 185-Day Work Year: Twelve (12) days.
 - b. 204-Day Work Year: Thirteen (13) days.
 - c. 222-Day Work Year: Fourteen (14) days.
2. Pre-Planned Leave: If unit members are to be away from the IS Program on a pre-planned leave, they shall make appropriate arrangements to ensure no loss of student contact time.

**ARTICLE 29
SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

ADOPTION SIGNATURES

For the Superintendent:

By: 

Date: 10-28-13

For the Association:

By: 

Date: 10-15-13

RECEIVED H.R.
2013 OCT 21 A 8:56

TA 4/8/13
KPB

**SIDE LETTER
BETWEEN THE
ALAMEDA COUNTY TEACHERS ASSOCIATION/CTA/NEA
AND THE
ALAMEDA COUNTY SUPERINTENDENT OF SCHOOLS**

The Parties to the Agreement agree to a fourth one-year pilot program designed to improve teaching and learning in special education programs in the Alameda County Court Schools. Towards this end, the following language shall guide the pilot program for the 2013-2014 work year. No later than March 1, 2014, the Parties agree to review the content of this side letter for extension, inclusion in the Agreement, or to allow this side letter to sunset on June 30, 2014.

PERIOD SUBSTITUTION FOR RESOURCE TEACHERS

1. Definition: "Period Substitution" is when a bargaining unit member who is a resource teacher is required to substitute for another unit member.
2. General Condition: Before a resource teacher is assigned to provide period substitution, the county office shall make a concerted effort to assign other personnel to cover an absent unit member's class.
3. Compensation for Period Substitution: Resource teachers, at their discretion may: accumulate periods to be used as bank days, accumulate periods to reinstate sick leave days used during a work year; or be compensated in a combination thereof.
 - a. Bank Days
 - 1) Definition: a "bank day" is a day of compensatory time earned through the accumulation of periods earned by providing period substitution. Five (5) class periods equal one (1) bank day.
 - 2) Unit members may, at their discretion, use their accumulated periods throughout the work year, or accumulate periods to be used as bank days.
 - 3) Unit members may utilize bank days in half or full day increments.
 - b. Reinstatement of Sick Leave: Unit members may use bank days earned to reinstate sick leave days earned and taken during a current work year.
 - c. No later than May 1 of each work year, the site supervisor shall notify each resource teacher of the number of periods of period substitution they have remaining.
 - d. Periods of period substitution shall not be carried over year to year.

For the Association,

By: KPB
Date: 3/6/13

Alameda County Superintendent
of Schools,

By: [Signature]
Date: 3/6/13

TA 4/8/13
KBA

Side Letter
Between the Alameda County Teachers Association (ACTA) and the Alameda County
Office of Education (ACOE)
April 08, 2013

Class Size in the CALSAFE (Pregnant and Parenting Teens) Programs

The two parties agree that there was over \$300,000 ending balance in the CALSAFE Program for the 2011-2012 school year. This reserve will be used to reduce class size for 2013-2014.

The two parties agree that for 2013-2014, Article 15, Section C. of the CBA shall be revised to the following:

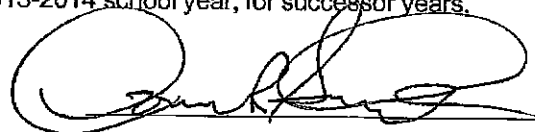
Class sizes in the CalSAFE program shall normally not exceed an average daily attendance of twenty five (25) to one (1) ~~thirty (30) to one (1)~~ in two (2) consecutive months.

The parties also agree to bargain this Article during the 2013-2014 school year, for successor years.



ACTA President

4/8/13



Superintendent (or designee)



Grievance Claim

Name of Grievant _____ Date Filed _____
 Site _____ Assignment _____
 Date of Informal Meeting _____

Step 1

A. Date alleged violation occurred _____
 B. Contract Section(s) violated _____
 C. (1) Statement of Grievance _____

 (2) Relief sought _____

Signature of Grievant/Assoc. Rep. _____ Date _____
 Disposition by Principal _____

Signature of Principal _____ Date _____
 Meeting Date Requested _____ Meeting Date _____

Step 2

A. Date appealed (filed) at Step 2 _____ Meeting Date _____
 B. Disposition by Director _____

Signature of Director _____ Date _____

Step 3

A. Date submitted to Superintendent _____ Meeting Date _____
 B. Decision _____

Signature of Grievant/Assoc. Rep. _____ Date _____

Signature of Superintendent _____ Date _____



PROCEDURES FOR APPROVAL OF UNITS FOR ADDITIONAL SALARY

Credentialed teachers shall be granted one (1) step on the salary schedule for each fifteen (15) semester units of approved collegiate upper division or graduate level course work completed subsequent to initial employment, and for which salary step allowance has not previously been allowed by the Superintendent, not to exceed forty-five (45) such units.

When a specific class/skill may not be obtained in an upper class division or graduate level course, a lower division course shall be accepted upon the approval of the Principal, Student Programs and Services.

In order for course work to be allowed for step movement, prior approval must be received no later than June 15 of the year immediately prior to the school year in which the step movement is allowed and corroboration of the completion of such course work prior to September 1 shall be presented to the Human Resources Office on or before 5:00 p.m. on September 1 of the school year in which the step movement is allowed.

Corroboration of units may be accomplished by one of the following: grade card, transcript, or letter from instructor showing successful completion of course and units of credit. Corroboration must be sent directly to the Human Resources Office.

Salary credit adjustment for earned units shall be made once annually beginning with the September payroll warrant.

The first step movement for units shall not occur until completion of three (3) consecutive years of satisfactory service with the Superintendent.

Only those semester units for which prior approval has been received shall be allowed for step advancement. Approval for course work shall be made by the Principal and shall be based on any or all of the following:

- (1) The course will increase the competency of a teacher to perform in his/her position.
- (2) The course is required to obtain a different credential in order to perform the same, or essentially the same, services as currently performed.
- (3) The course will, in the judgment of the appropriate Administrator/Principal, increase the competency of a teacher as a professional employee.

Procedures for Approval of Units

1. Obtain course approval form from your section secretary or the Human Resources Office.
2. Complete course approval form in triplicate.
3. Submit to Principal.
4. Within ten (10) days of receipt of the request, the Principal will recommend whether the course will or will not be approved and submit a copy of such recommendation to the requesting teacher.
5. If the course is not recommended for approval, the Principal will state the reasons therefore. The teacher may appeal the Principal's recommendation by letter to the Principal. The Principal may, but is not required to, convene a study committee of three (3) persons to review the request and make a recommendation to him/her regarding the request. The Principal shall notify the teacher of the determination. The recommendation of the committee shall be advisory, only. If a study committee is convened, the teacher may appoint one member, the Principal involved may appoint one member, and the third member is appointed by the Superintendent. All members of the committee shall be certificated employees of the Alameda County Office of Education.
6. No credit for salary will be granted unless the course has received approval prior to commencement or completion of the course.
7. The teacher must submit verification of approved units to the Human Resources Office on or before 5:00 p.m. on September 1, or if September 1 falls on Saturday, the preceding Friday shall be the due date; and if on Sunday, the Monday following will be the due date with 5:00 p.m. still being the time parameter.
8. Approved units submitted for verification after September 1 may be applied to the next succeeding year.

Verification means:

Grade card or transcript or letter from the instructor conducting the course which confirms successful completion of the course and units of credit.



PROFESSIONAL GROWTH INCREMENTS

TO: _____ DATE: _____

TITLE: _____
Administrative Signature for Approval

PLEASE SUBMIT THIS FORM IN TRIPLICATE.

This form is for course approval only. Grade card, transcript or letter from instructor showing successful completion of course **must** be submitted for salary credit if course approval is granted. Verification of the completion of such course work prior to September 1 shall be presented to the Human Resources Office no later than September 1. Verification of units submitted after this date shall be applied to the next year.

Name
Date of Application
Section

I wish to submit for approval for the _____ - _____ salary the following courses:

NUMBER OF COURSE	ADMIN INITIAL	TITLE OF COURSE	SEM/Q+ UNITS	DATE TO BE COMPLETED	PURPOSE	COLLEGE OR UNIVERSITY

In order to expedite the processing of this form, please attach copy of description of courses requested.

TO BE COMPLETED BY PRINCIPAL

Date of Unit Evaluation _____

COURSE NO.	APPROVED	NOT APPROVED	REASON	ADDITIONAL JUSTIFICATION REQUESTED

ANNUAL GOALS AND OBJECTIVES PLANNING FORM

Teacher:	Position:	Site:
Tentative Date for Observation:		
Standards and Goals Selected:		
Status: <input type="checkbox"/> Intern <input type="checkbox"/> Probation I <input type="checkbox"/> Probation II <input type="checkbox"/> Permanent <input type="checkbox"/> Permanent 5 year		

Evaluation

According to the Memorandum of Understanding between the Parties to the Agreement implementing an annual evaluation process based on the California Standards of the Teaching Profession, unit members who are to be evaluated during the following work year shall meet the following conditions:

No later than October 1, a unit member being evaluated shall complete an Annual Standards and Goals and Planning Form by self-selecting two (2) Standards and at least two (2) Goals under each Standard upon which the unit member desires to concentrate their professional efforts for the work year.

No later than October 30 the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of the Conference, a tentative date shall be scheduled for the Pre-Observation Conference.

The evaluation timeline is on the reverse side of this coversheet.

Signature of Evaluatee:

Date:_____

Signature of Evaluator:

Date:_____

1. No later than **June 1** of each work year, bargaining unit members shall be notified if they are to be evaluated during the subsequent work year.
2. No later than **October 1**, a unit member being evaluated shall complete and submit to their evaluator an Annual Standards and Goals Planning Form by self-selecting two (2) Standards and at least two (2) Goals under each Standard the unit member desires to concentrate his/her professional efforts for the work year.
3. No later than **October 30**, the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of this Conference, a tentative date shall be scheduled for the Pre-Observation Conference.
4. In the event of a disagreement on the Annual Standards and Goals Planning Form, the Assistant Superintendent of Student Services shall make a good faith effort to mediate the disagreement. In the event the mediation process fails to produce agreement, the Assistant Superintendent shall make a finding and that determination shall be final. Resolution of such a disagreement shall be completed no later than **November 10**. The unit member may request attendance of the Association representative in the mediation process.

<p>1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING</p>	<p>PLANNING DOCUMENT</p>	
<ul style="list-style-type: none"> ❑ 1. Connecting students' prior knowledge, life experience and interests with learning goals. ❑ 2. Using a variety of instructional strategies and resources to respond to students' diverse needs. ❑ 3. Facilitating learning in experiences that promote autonomy, interaction and choice. ❑ 4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. ❑ 5. Promoting self-directed, reflective learning for all students. 	<p>Objective/Plans for Growth:</p>	<p>Evidence/Method to Measure Objective:</p>

<p>2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING</p>	<p>PLANNING DOCUMENT</p>	
<ul style="list-style-type: none"> ❑ 1. Creating a physical environment that engages all students. ❑ 2. Establishing a climate that promotes fairness and respect. ❑ 3. Promoting social development and group responsibility. ❑ 4. Establishing and maintaining standards of student behavior. ❑ 5. Planning and implementing classroom procedures and routines that support student learning. ❑ 6. Using instructional time effectively. 	<p>Objective/Plans for Growth</p>	<p>Evidence/Method to Measure Objective</p>

3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	PLANNING DOCUMENT	
<ul style="list-style-type: none"> ❑ 1. Demonstrating knowledge of subject matter, content and student development. ❑ 2. Organizing curriculum to support student understanding of subject matter. ❑ 3. Interrelating ideas and information within and across subject matter areas. ❑ 4. Developing student understanding through instructional strategies that are appropriate to the subject matter. ❑ 5. Using materials, resources and technologies to make subject matter accessible to students. 	Objective/Plans for Growth	Evidence/Method to Measure Objective

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	PLANNING DOCUMENT	
<ul style="list-style-type: none"> ❑ 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs. ❑ 2. Establishing and articulating goals for student learning. ❑ 3. Developing and sequencing instruction, activities, and materials for student learning. ❑ 4. Designing short-term and long-term plans to foster student learning. ❑ 5. Modifying instructional plans to adjust for student needs and to respond to ongoing assessments. 	Objective/Plans for Growth	Evidence/Method to Measure Objective

5. ASSESSING STUDENT LEARNING	PLANNING DOCUMENT	
<ul style="list-style-type: none"> <input type="checkbox"/> 1. Establishing and communicating learning goals for all students. <input type="checkbox"/> 2. Collecting and using multiple sources of information to assess student learning. <input type="checkbox"/> 3. Involving and guiding all students in assessing their own learning. <input type="checkbox"/> 4. Using results of assessments to guide instruction. <input type="checkbox"/> 5. Communicating with students, families and other audiences about student progress. 	Objective/Plans for Growth	Evidence/Method to Measure Objective

6. DEVELOPING AS A PROFESSIONAL EDUCATOR	PLANNING DOCUMENT	
<ul style="list-style-type: none"> <input type="checkbox"/> 1. Reflecting on teaching practices and planning professional development. <input type="checkbox"/> 2. Establishing professional goals and pursuing opportunities to grow professionally. <input type="checkbox"/> 3. Working with communities to improve professional practice. <input type="checkbox"/> 4. Working with families to improve professional practice. <input type="checkbox"/> 5. Working with colleagues to improve professional practice. <input type="checkbox"/> 6. Balancing professional responsibilities and maintaining motivation. 	Objective/Plans for Growth	Evidence/Method to Measure Objective

ALAMEDA COUNTY OFFICE OF EDUCATION
SHEILA JORDAN, SUPERINTENDENT

OBSERVATION AND CONFERENCE FORM

Teacher: _____ School: _____ Date: _____

Status: Intern Probation I Probation II Tenured Tenured 5 year

Pre-Observation Conference Date: _____

Observation Date: _____

Position: _____ Lesson Topic: _____

Observation Standard: _____ Goals: _____, _____ Time: _____ to _____

Observation Standard: _____ Goals: _____, _____

Evaluator: _____

The section below shall remain in draft form until the Post Observation Conference has been completed. Changes to this section may be made given additional information shared at this Conference. The Final version of this Observation and Conference Form shall reflect any changes made following the conference. A copy of the final form shall be sent so the bargaining unit member receives it no later than 5 days following the conference.

OBSERVATION NOTES:
OBSERVATION SUMMARY:
POST OBSERVATION COMMENTS:

I have received a copy of the observation report and discussed it with my evaluator. I understand that my signature on this form does not necessarily mean that I agree with the content.

Evaluatee's Signature _____

Date: _____

Evaluator's Signature _____

Date: _____

FINAL EVALUATION FORM

Teacher:	Position:	Site
Annual Standards and Goals and Conference Date:	Pre-Observation Conf. Date(s):	
Observation Date(s)	Post-Observation Conf. Date(s):	
Standards and Goals Selected:		

Status: Intern Probation I Probation II Permanent Permanent 5 year

Evaluation Rating: S = Satisfactory U = Unsatisfactory

Standard: # Goals: # # Standard Rating _____

Standard: # Goals: # # Standard Rating _____

Final Evaluation Overall Rating:

Evaluation of performance will be in accordance with the standards and goals mutually agreed upon by the evaluator and the evaluatee at the annual goals and objectives planning conference.

Evaluator: Attach the two standards observed and evaluated, with final commendations/recommendations/evidence, to this page to complete the final evaluation form.

Signature of Evaluatee: _____ Signature of Evaluator: _____

Date: _____ Date: _____

The Bargaining Unit Member has attached a statement to this form. The statement is _____ pages in length.

1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Connecting students' prior knowledge, life experience and interests with learning goals. ❑ 2. Using a variety of instructional strategies and resources to respond to students' diverse need. ❑ 3. Facilitating learning in experiences that promote autonomy, interaction and choice. ❑ 4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. ❑ 5. Promoting self-directed, reflective learning for all students. 	<p style="text-align: center;">Commendations/Recommendations/Evidence</p>

2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Creating a physical environment that engages all students. ❑ 2. Establishing a climate that promotes fairness and respect. ❑ 3. Promoting social development and group responsibility. ❑ 4. Establishing and maintaining standards of student behavior. ❑ 5. Planning and implementing classroom procedures and routines that support student learning. ❑ 6. Using instructional time effectively. 	<p style="text-align: center;">Commendations/Recommendations/Evidence</p>

3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Demonstrating knowledge of subject matter, content and student development. ❑ 2. Organizing curriculum to support student understanding of subject matter. ❑ 3. Interrelating ideas and information within and across subject matter areas. ❑ 4. Developing student understanding through instructional strategies that are appropriate to the subject matter. ❑ 5. Using materials, resources and technologies to make subject matter accessible to students. 	<p style="text-align: center;">Commendations/Recommendations/Evidence</p>

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs. ❑ 2. Establishing and articulating goals for student learning. ❑ 3. Developing and sequencing instruction, activities, and materials for student learning. ❑ 4. Designing short-term and long-term plans to foster student learning. ❑ 5. Modifying instructional plans to adjust for student needs and to respond to ongoing assessments. 	<p style="text-align: center;">Commendations/Recommendations/Evidence</p>

5. ASSESSING STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Establishing and communicating learning goals for all students. ❑ 2. Collecting and using multiple sources of information to assess student learning. ❑ 3. Involving and guiding all students in assessing their own learning. ❑ 4. Using results of assessments to guide instruction ❑ 5. Communicating with students, families and other audiences about student progress. 	<p>Commendations/Recommendations/Evidence</p>

6. DEVELOPING AS A PROFESSIONAL EDUCATOR	FINAL EVALUATION
<ul style="list-style-type: none"> ❑ 1. Reflecting on teaching practices and planning professional development. ❑ 2. Establishing professional goals and pursuing opportunities to grow professionally. ❑ 3. Working with communities to improve professional practice. ❑ 4. Working with families to improve professional practice. ❑ 5. Working with colleagues to improve professional practice. ❑ 6. Balancing professional responsibilities and maintaining motivation. 	<p>Commendations/Recommendations/Evidence</p>

GENERAL COMMENTS	FINAL EVALUATION
Evaluator Comments	+Commendations/Recommendations/Evidence



REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE/ PERSONAL LEAVE

This form must be completed for all Personal Necessity Leave/Personal Leave taken.

Personal Necessity Leave may be granted only for the reasons listed below:

PLEASE CHECK APPROPRIATE BOX.

1. Up to the annual allocation of sick leave absence allowed pursuant to Section A of Article 14 may be used by a teacher with prior notification for the following:

- a. Death or serious illness of a member of his/her immediate family.
- b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. The adoption of a child.
- d. Paternity leave, where such leave is necessary to care for the newborn child or mother of the newborn child.

2. In addition to the purposes specified in 1. above, three (3) days of personal necessity leave may be used for:

- a. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
- b. Personal importance leave describes an employee's activity that cannot reasonably be deferred to another day or time when the employee is free from duties and is not for the purposes of other employment, attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in campaigning or other political activity; to take examinations or engage in other activities related to advanced training.
- c. Such other reason as approved by the Superintendent or designee, based upon terms and conditions deemed appropriate by the Superintendent or designee.

Personal Leave:

- Unit members may take (1) day of personal leave each school year. Such leave shall require prior notice in the same manner as sick leave but shall not require advance permission. Personal leave shall be charged against personal necessity leave and, therefore, sick leave. Personal leave may not be taken on the day before or after a holiday or vacation period, before or after a 3-day weekend, or on the first working day of the school year. Personal leave shall be taken in full-day increments only.

Date(s) Absent: _____

Directions:

1. Verification of reason for use of personal necessity leave pursuant to paragraph 1. above may be requested by the Superintendent within 10 working days of receipt of this Request/Explanation for Personal Necessity Leave form. Upon request for verification, the teacher shall have 10 working days to comply with such request.
2. Request for use of personal necessity leave pursuant to paragraph 2. above shall be made to and approved by the Superintendent at least three (3) working days prior to the commencement of the leave. (Failure to adhere to this timeline shall be a ground for denial of leave.) State the purpose of the leave requested, the manner of verification and the date or dates for which the leave is requested in the space below:

Each employee may utilize days of personal necessity leave for each school year as indicated above. These days are deducted from accrued sick leave and are not accumulative.

 EMPLOYEE'S SIGNATURE Department: _____ Date: _____

 DIRECTOR'S SIGNATURE Date: _____ Date Received: _____

Superintendent/Designee _____ Date: _____

Approved Not Approved



DECLARATION

I, _____, declare that I am a
member in good standing of _____
RELIGIOUS ORGANIZATION
which is located at _____

In accordance with the provisions of the ACTA and the Alameda County Superintendent of Schools Agreement, I declare that the tenets of said organization prohibit membership or financial support of employee organizations such as ACTA by the provisions of _____ of said organization. I, therefore, request that all fees deducted from my wages as a result of the aforementioned Agreement be contributed to: _____
NAME OF ORGANIZATION

I authorize that the statement made herein may be verified. I hereby give consent to _____ who may be reached at _____ to release to ACTA information about my membership status in the above religious organization.

DATE

SIGNATURE

JOB TITLE

WORK SITE

HOME ADDRESS

HOME PHONE

Witnessed by:

SIGNATURE

DATE

ACCEPTABLE CHARITABLE ORGANIZATIONS:

- Foundation to Assist California Teachers
- Bay Area United Way
- Combined Health Agencies Drive



**NOTICE OF INTEREST
INSTRUCTOR-IN-CHARGE**

Due Date _____

To: Director

From: _____

RE: Instructor-in-Charge, School Year: _____

Date: _____

I am interested in being considered for Instructor-in-Charge at _____

SIGNATURE

Tentative

Certificated - JCCS/Cal-SAFE

2013 - 14 Work Year Calendar
For
Certificated Staff: Juvenile Court, Community Schools & Cal-SAFE Program

181 Instructional Days
2 Non Student Contact Days** **2 Staff Development**
185 Contract Days
**** 2 Non Contract Days**

* NON
STUDENT CONTACT DAYS
** NON CONTRACT DAYS
INSTRUCT. DAYS STUDENT CONTACT DAYS ** NON CONTRACT DAYS HOLIDAYS DESCRIPTION

MONTH	M	T	W	TH	F	INSTRUCT. DAYS	STUDENT CONTACT DAYS	** NON CONTRACT DAYS	HOLIDAYS	DESCRIPTION
SEPT	2	3	4	5	6					2 LABOR DAY
SEPT	9	10	11	12	13	18	2	0	1	3 NON STUDENT CONTACT
SEPT	16	17	18	19	20					4 STAFF DEVELOPMENT
SEPT	23	24	25	26	27					5 FIRST DAY OF INSTRUCTION
SEPT	30									
OCT		1	2	3	4					
OCT	7	8	9	10	11					
OCT	14	15	16	17	18	23	0	0	0	
OCT	21	22	23	24	25					
OCT	28	29	30	31						
NOV					1					
NOV	4	5	6	7	8					11 VETERANS DAY
NOV	11	12	13	14	15	17	0	1	3	27 NON CONTRACT DAY
NOV	18	19	20	21	22					28 - 29 THANKSGIVING
NOV	25	26	27	28	29					
DEC	2	3	4	5	6					
DEC	9	10	11	12	13					23 WINTER RECESS
DEC	16	17	18	19	20	15	0	0	2	24 - 25 WINTER HOLIDAYS
DEC	23	24	25	26	27					26 - 31 WINTER RECESS
DEC	30	31								
JAN			1	2	3					1 NEW YEARS DAY
JAN	6	7	8	9	10					2 - 3 WINTER RECESS
JAN	13	14	15	16	17	18	1	0	2	6 STAFF DEVELOPMENT
JAN	20	21	22	23	24					20 MARTIN LUTHER KING, JR DAY
JAN	27	28	29	30	31					
FEB	3	4	5	6	7					
FEB	10	11	12	13	14					14 LINCOLN DAY
FEB	17	18	19	20	21	18	0	0	2	17 WASHINGTON DAY
FEB	24	25	26	27	28					
FEB										
MAR	3	4	5	6	7					
MAR	10	11	12	13	14					
MAR	17	18	19	20	21	20	0	1	0	28 NON CONTRACT DAY
MAR	24	25	26	27	28					
MAR	31									
APR		1	2	3	4					
APR	7	8	9	10	11					
APR	14	15	16	17	18	17	0	0	0	21 - 25 SPRING RECESS
APR	21	22	23	24	25					
APR	28	29	30							
MAY				1	2					
MAY	5	6	7	8	9					
MAY	12	13	14	15	16	21	0	0	1	26 MEMORIAL DAY
MAY	19	20	21	22	23					
MAY	26	27	28	29	30					
JUN	2	3	4	5	6					
JUN	9	10	11	12	13					19 LAST DAY OF INSTRUCTION
JUN	16	17	18	19	20	14	1	0	0	20 NON STUDENT CONTACT DAY
JUN	23	24	25	26	27					23 - 30 SUMMER RECESS
JUN	30									
WORK YEAR TOTALS						181	4	2	11	

mb 11-15-12 rev 7-15-13

SCHOOL YEAR 2013-2014/CERTIFICATED ALTERNATIVE EDUCATION PROGRAMS

Dates in boldface represent holidays and first/last day of school. Shaded days are recess days.

Tentative

Certificated - Infant Program

2013 - 14 Work Year Calendar
For
Certificated Staff - Early Intervention Program

180 Instructional Days
* 5 Non Student Contact Days
185 Contract Day
** 2 Non Contract Days

* NON STUDENT
** NON CONTRACT

MONTH	M	T	W	TH	F	INSTRUCT. DAYS	* NON STUDENT DAYS	** NON CONTRACT DAYS	HOLIDAYS	DESCRIPTION
AUG			(28)	(29)	30	1	(2)			28 - 29 NON STUDENT CONTACT DAY
SEPT	2	3	4	5	6			0	0	30 FIRST DAY OF INSTRUCTION
SEPT	9	10	11	12	13					
SEPT	16	17	18	19	20					2 LABOR DAY
SEPT	23	24	25	26	27	20	0	0	1	
SEPT	30									
OCT		1	2	3	4					
OCT	7	8	9	10	11					
OCT	14	15	16	(17)	(18)	21	(2)	0	0	(17 - 18) NON STUDENT CONTACT DAY
OCT	21	22	23	24	25					
OCT	28	29	30	31						
NOV					1					
NOV	4	5	6	7	8					11 VETERANS DAY
NOV	11	12	13	14	15	17	0	1	3	27 NON CONTRACT DAY
NOV	18	19	20	21	22					28 - 29 THANKSGIVING
NOV	25	26	27	28	29					
DEC	2	3	4	5	6					
DEC	9	10	11	12	13					23 WINTER RECESS
DEC	16	17	18	19	20	15	0	0	2	24 - 25 WINTER HOLIDAYS
DEC	23	24	25	26	27					26 - 31 WINTER RECESS
DEC	30	31								
JAN			1	2	3					1 NEW YEARS DAY
JAN	6	7	8	9	10					2 - 3 WINTER RECESS
JAN	13	14	15	16	17	19	0	0	2	20 MARTIN LUTHER KING, JR DAY
JAN	20	21	22	23	24					
JAN	27	28	29	30	31					
FEB	3	4	5	6	7					
FEB	10	11	12	13	14	18	0	0	2	14 LINCOLN DAY
FEB	17	18	19	20	21					17 WASHINGTON DAY
FEB	24	25	26	27	28					
MAR	3	4	5	6	7					
MAR	10	11	12	13	14					
MAR	17	18	19	20	21	20	0	1	0	
MAR	24	25	26	27	28					28 NON CONTRACT DAY
MAR	31									
APR		1	2	3	4					
APR	7	8	9	10	11					
APR	14	15	16	17	18	17	0	0	0	14 - 18 SPRING RECESS
APR	21	22	23	24	25					
APR	28	29	30							
MAY				1	2					
MAY	5	6	7	8	9					
MAY	12	13	14	15	16	21	0	0	1	26 MEMORIAL DAY
MAY	19	20	21	22	23					
MAY	26	27	28	29	30					
JUN	2	3	4	5	6					
JUN	9	10	11	12	13	11	(1)	0	0	(16) LAST DAY OF INSTRUCTION
JUN	16	(17)	18	19	20					(17) NON STUDENT CONTACT DAY
JUN	23	24	25	26	27					18 - 27 SUMMER RECESS
JUN	30									30 SUMMER SCHOOL ORIENTATION
WORK YEAR TOTALS						180	5	2	11	

mb 11-19-12 rev5-21-13

SCHOOL YEAR 2013-2014/CERTIFICATED ALTERNATIVE EDUCATION PROGRAMS

Dates in boldface represent holidays and first/last day of school. Shaded days are recess days.

**Alameda County Teachers Association
Salary Schedule
Based on 185 Workdays
Effective July 1, 2012**

Emergency, Intern, Waiver

Range (Row)	Step (Col)	Annual*	10 Mos Monthly	12 Mos Monthly	12 Mos Daily*	12 Mos Hourly
1	1	54,545.14	5,454.51	4,545.43	294.84	40.67
1	2	56,761.62	5,676.16	4,730.14	306.82	42.32
1	3	59,089.50	5,908.95	4,924.13	319.40	44.06
1	4	61,497.76	6,149.78	5,124.81	332.42	45.85
1	5	64,063.92	6,406.39	5,338.66	346.29	47.76
1	6	66,759.79	6,675.98	5,563.32	360.86	49.77
1	7	69,588.22	6,958.82	5,799.02	376.15	51.88
1	8	72,560.46	7,256.05	6,046.71	392.22	54.10

Preliminary & Clear

Range (Row)	Step (Col)	Annual*	10 Mos Monthly	12 Mos Monthly	12 Mos Daily*	12 Mos Hourly
2	1	54,848.27	5,484.83	4,570.69	296.48	40.89
2	2	57,104.25	5,710.43	4,758.69	308.67	42.58
2	3	59,219.21	5,921.92	4,934.93	320.10	44.15
2	4	61,568.25	6,156.83	5,130.69	332.80	45.90
2	5	64,134.42	6,413.44	5,344.54	346.67	47.82
2	6	66,830.29	6,683.03	5,569.19	361.24	49.83
2	7	69,658.71	6,965.87	5,804.89	376.53	51.94
2	8	72,630.98	7,263.10	6,052.58	392.60	54.15
2	9	75,749.85	7,574.99	6,312.49	409.46	56.48
2	10	79,025.23	7,902.52	6,585.44	427.16	58.92
2	11	82,462.77	8,246.28	6,871.90	445.74	61.48
2	12	86,075.13	8,607.51	7,172.93	465.27	64.18
2	13	89,866.58	8,986.66	7,488.88	485.77	67.00
2	14	93,848.36	9,384.84	7,820.70	507.29	69.97
2	15	98,027.55	9,802.76	8,168.96	529.88	73.09
2	16	102,416.81	10,241.68	8,534.73	553.60	76.36

* The Annual salary column represents the amounts actually downloaded from the Escape payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to decimal rounding in Escape

**Alameda County Teachers Association
Salary Schedule
Based on 204 Workdays
Independent Study
Effective July 1, 2012**

Emergency, Intern, Waiver

Range (Row)	Step (Col)	Annual	Monthly	Daily
1	1	60,147.62	5,012.30	294.84
1	2	62,591.99	5,216.00	306.82
1	3	65,157.65	5,429.80	319.40
1	4	67,813.22	5,651.10	332.42
1	5	70,644.44	5,887.04	346.30
1	6	73,615.75	6,134.65	360.86
1	7	76,735.52	6,394.63	376.15
1	8	80,012.12	6,667.68	392.22

Preliminary & Clear

Range (Row)	Step (Col)	Annual	Monthly	Daily
2	1	60,482.18	5,040.18	296.48
2	2	62,968.37	5,247.36	308.67
2	3	65,301.93	5,441.83	320.11
2	4	67,890.59	5,657.55	332.80
2	5	70,721.80	5,893.48	346.68
2	6	73,693.11	6,141.09	361.24
2	7	76,812.89	6,401.07	376.53
2	8	80,089.48	6,674.12	392.60
2	9	83,529.18	6,960.77	409.46
2	10	87,140.33	7,261.69	427.16
2	11	90,931.32	7,577.61	445.74
2	12	94,914.67	7,909.56	465.27
2	13	99,096.67	8,258.06	485.77
2	14	103,487.77	8,623.98	507.29
2	15	108,094.25	9,007.85	529.87
2	16	112,934.91	9,411.24	553.60

**Alameda County Teachers Association
Salary Schedule
Based on 222 Workdays
Independent Study
Effective July 1, 2012**

Emergency, Intern, Waiver

Range (Row)	Step (Col)	Annual	Monthly	Daily
1	1	65,454.76	5,454.56	294.84
1	2	68,114.82	5,676.24	306.82
1	3	70,906.86	5,908.91	319.40
1	4	73,796.74	6,149.73	332.42
1	5	76,877.77	6,406.48	346.30
1	6	80,111.25	6,675.94	360.86
1	7	83,506.30	6,958.86	376.15
1	8	87,072.01	7,256.00	392.22

Preliminary & Clear

Range (Row)	Step (Col)	Annual	Monthly	Daily
2	1	65,818.84	5,484.90	296.48
2	2	68,524.41	5,710.37	308.67
2	3	71,063.87	5,921.99	320.11
2	4	73,880.93	6,156.74	332.80
2	5	76,961.96	6,413.50	346.68
2	6	80,287.70	6,690.64	361.66
2	7	83,590.49	6,965.87	376.53
2	8	87,156.20	7,263.02	392.60
2	9	90,899.40	7,574.95	409.46
2	10	94,829.19	7,902.43	427.16
2	11	98,954.67	8,246.22	445.74
2	12	103,289.50	8,607.46	465.27
2	13	107,840.50	8,986.71	485.77
2	14	112,619.05	9,384.92	507.29
2	15	117,631.97	9,802.66	529.87
2	16	122,899.76	10,241.65	553.60

Instructor-in-Charge Schedule
(Effective July 1, 2012)

All Sites.....\$4,000.00

Medical and Dental Coverage, Other Benefits

The Superintendent shall make available to each eligible bargaining unit member those benefits listed below which the unit member desires to purchase and any others that are mutually agreed upon by the Superintendent and the Association.

(Note: Benefits noted as **Mandatory** *must* be purchased):

- Blue Shield
- Kaiser
- PERSCare
- PERS Choice
- PERS Select

Mandatory:

- MetLife Life Insurance (CVT)
- Delta Dental Service Plan (CVT)
- Employee Assistance Program (CVT)

Alameda County Office of Education
Notice of Unsafe/Unhealthy/Hazardous Condition by ACTA Unit Member

(ACTA member completes)

Date:	Unit member reporting:
Site:	Site Administrator in receipt of report:

Check one or more boxes:

- Unsafe Condition
- Unhealthy Condition
- Hazardous Condition

Explanation: (provide details)
<i>(Site Administrator completes)</i> Administrative Response to Notification (may include action taken immediately upon notification):
Work Order Status (if necessary)
Date of Origination of Work Order:
Status:
Expected Outcome:
Expected Completion Date:
Interim steps if no completion date is available

No later than five (5) days from administrative receipt, copies of this completed form shall be distributed to the following:

- Unit member filing form
- Assistant Superintendent for Student Programs and Services
- President, ACTA
- Other affected site personnel

Alameda County Office of Education
Notification for Scheduling of a Substitute for Special Education (SDC) Teacher

According to **Article 12 Teaching Hours, Section I Special Education Preparation Time:**

“...If a bargaining unit member does not have the additional prep period defined above, and has SDC students assigned to their caseload, then they may request (see Appendix N for form) and shall receive release time equal to a minimum of one half day according to the following formula:

- a. Each initial = 1 day substitute**
- b. Each annual = one half day substitute**
- c. Each tri-annual = one or one half-day based upon review of Special Education Director**

The release time will be scheduled within ten (10) days from the teacher’s request.”

Therefore, for each initial and annual, the teacher notifies the administrator of the dates/times they will be calling a substitute for their classes. For each tri-annual, the teacher will request the amount of time s/he feels is necessary to complete the IEP and will wait for administrator approval for the amount of time before calling the substitute. The administrator can request, in either case, the days that the teacher not call a substitute (e.g. testing days, etc.).

ACTA member completes this section: Today’s Date: _____ SDC Teacher: _____

Site: _____ Site Administrator to receive report: _____

Signature below confirms receipt. I will be scheduling a substitute for the following number of day(s) or half day(s) to complete the IEPs of students on my caseload listed below.

	<u>Student Name</u>	<u>Tentative Date</u>
___ day(s) for Initial IEP(s) for:	_____	_____
	_____	_____
___ day(s) for Annual IEP(s) for	_____	_____
	_____	_____
(Note: this time is subject to the review of special education director.)		
___ day(s) for Tri-annual IEP(s) for:	_____	_____
	_____	_____

Total substitute time that is needed: _____ day(s) Teacher’s Signature: _____

(site administrator completes the section below and returns copy to SDC teacher)

Day(s) of Substitute release time granted: _____

Dates/Times substitute shall not be called (e.g. testing days) within the next month: _____

Administrator’s Signature: _____ Date: _____

