

AGREEMENT BETWEEN THE

**AMADOR COUNTY
SUPERINTENDENT
OF SCHOOLS**

AND THE

**SPECIAL EDUCATORS OF AMADOR
COUNTY/CTA/NEA**

JULY 1, 2009 – JUNE 30, 2012

TABLE OF CONTENTS

Article		Page
1.	Agreement.....	1
2.	Recognition.....	2
3.	Definitions.....	3
4.	Association/Management Rights and Availability of Agreement.....	4
5.	Organizational Security/Professional Dues/Payroll Deductions/TRACS	6
6.	Work Days and Hours	9
7.	Class Size and Student Information	13
8.	Evaluation Procedure	16
9.	Personnel Files.....	20
10.	Leaves.....	21
11.	Assignment, Transfers, Reassignment	33
12.	Health-Safety	37
13.	Grievance Procedure	38
14.	Compensation	43
15.	Part-Time and/or Shared Positions.....	47
16.	Fringe Benefits.....	49
17.	Reimbursement.....	51
18.	Professional Accountability	52
19.	Retirement.....	54
20.	Negotiation Procedures	55
21.	Savings Provisions	57
22.	Peer Assistance and Review	58
23.	Teacher/Instructional Aide Assignment and Working Relationship.....	59
24.	Duration and Ratification.....	60

TABLE OF CONTENTS

EXHIBITS

A.	Salary Schedule/Stipends.....	61
B.	Department Chair Job Description	63
C.	Employee Evaluation Form	64
D.	Interest to Transfer	71
E.	Grievance Forms.....	72
F.	Approval of Units on Salary Schedule Forms	75
G.	Memorandum of Agreement for Job Sharing	78
H.	Mileage Chart	80

**ARTICLE 1
AGREEMENT**

- 1.1 This Agreement is between the Governing Board of the Amador County Office of Education (hereinafter referred to as ACOE) and the Special Educators of Amador County (SEAC) CTA/NEA (hereinafter referred to as “Association”).

The Association and the ACOE agree that the collective bargaining process (hereinafter referred to as Interest-based Bargaining) can promote a shared responsibility for resolving educational problems. The Association and the ACOE recognize that problem solving requires a more open, flexible process, one that encourages participants to understand the interests of all parties, to think creatively about options and reach consensus on decisions.

**ARTICLE 2
RECOGNITION**

- 2.1 The ACOE recognizes the Association as the exclusive representative for those certificated employees employed by ACOE in the following classifications:
 - 2.1.1 Teacher:
 - 2.1.1.1 Special Day Class
 - 2.1.1.2 Resource Specialist
 - 2.1.1.3 Designated Instructional Services
 - 2.1.1.4 General Education
 - 2.1.2 Nurse
 - 2.1.3 Counselor
 - 2.1.4 Limited-term contract (temporary or provisional) Employees, except they are exempted from the following:
 - 2.1.4.1 Unpaid leaves of absence articles;
 - 2.1.4.2 Transfer Article
 - 2.1.4.3 Salary and Related Matters Article, except 1st paragraph regarding placement.
 - 2.1.4.4 Evaluation Procedure, last paragraph regarding probationary status; and
 - 2.1.4.5 Professional Growth Incentive Article

**ARTICLE 3
DEFINITIONS**

- 3.1 “Workdays” or “days” mean the days a teacher is required to be on duty.
- 3.2 “School Days” means the day’s students are required to be in attendance.
- 3.3 “School Year” means all school days, institute or workshop days from the first school day to the last school day inclusive.
- 3.4 “Work Year” means the number of days teachers are required to be on duty.
- 3.5 “Immediate Family” means the spouse, registered domestic partner, mother, father, grandparents, son, son-in-law, daughter, daughter-in-law, brother or sister, grandchildren, and foster children of the employee or of the spouse (or registered domestic partner) or surrogate parents or any person living in the immediate household of the employee.
- 3.6 “Increment” means as one of a series of additions to salaries earned through longevity.
- 3.7 “Unit” means a semester credit in a collegiate institution recognized by California State Department of Education or an equivalent amount of credit granted by the Board of trustees for an activity such as, but not limited to travel, research or writing, that relates to the employee’s present or potential teaching assignment. (One quarter unit equals 2/3 semester unit.) For purposes of this schedule, B.A., B.S., or B.E. degree is equivalent to an A.B., but in all cases the degree must have been earned with a major and program of study acceptable by teacher training institutions of California for the completion of a teaching credential.
- 3.8 “Per diem” means annual salary divided by the number of days a teacher is required to be on duty.
- 3.9 “Hourly rate” means \$35.15 or such other amount as may be mutually agreed by the parties.

ARTICLE 4
ASSOCIATION RIGHTS, MANAGEMENT RIGHTS AND
AVAILABILITY OF AGREEMENT

- 4.1 One bulletin board may be set up in each school to be used for Association and/or ACOE use.
- 4.2 The Association may make use of facilities for Association business by prior arrangements with the site administrator, providing such use shall take place outside of the employee's assigned work day.
- 4.3 The Association may use school equipment for Association business when such equipment is not otherwise in use and when prior approval has been secured from the site administrator, providing such use shall take place at times other than during the employee's assigned work day. The Association shall pay for the cost of all materials and supplies incident to each use.
- 4.4 The Association may use, for Association business, the District mailboxes, and school telephones for local telephone calls. Copies of all information of a general nature distributed through the District mail system shall be provided to the Superintendent.
- 4.5 When changes to the contract are approved by both SEAC and the Board, the revised articles will be sent to each employee. The Association will annually reconsider the redistribution of a complete updated contract to each employee. The following key positions shall annually receive a complete updated contract:
- All SEAC negotiators
 - SEAC President
 - Building Representatives
 - Site Administrators
 - Superintendent

The cost of preparing copies of this agreement shall be borne by the ACOE.

- 4.6 The Employer will provide the Association with two (2) Board Packets at least 48 hours prior to any regularly scheduled meeting and 24 hours prior to any special meeting.
- 4.7 Ten (10) "release days" shall be granted to the SEAC/CTA/NEA President to conduct SEAC business. Days shall be approved in advance by the Director so that certificated classroom supervision can be arranged.
- 4.8 The Employer will furnish a copy of this agreement to any new Employee within one (1) month of being hired.

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SEAC AGREEMENT 2009 - 2012

- 4.9 It is understood and agreed that the Employer retains all of its power and authority to direct, manage, and control to the full extent of the law. Included but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its education policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of Employer's operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the contract, and then only to the extent such specific and express terms are in conformance with the law.

ARTICLE 5
ORGANIZATIONAL SECURITY/PROFESSIONAL
DUES/PAYROLL DEDUCTIONS/TRACS

- 5.1 The ACOE and Association recognize the right(s) of employees to join and participate in activities of employee organizations.
- 5.2 The ACOE shall deduct from the monthly paychecks of each employee the dues and other amounts authorized in writing by the employee.
- 5.3 The first calendar Tuesday shall be reserved for Association work and business. Conflict dates will be adjusted through mutual agreement during formulation of the school District calendar. No ACOE or individual site meeting(s) requesting or requiring teacher attendance after regular school workday times shall be scheduled on these days. These dates shall be placed on the District Master Calendar.
- 5.4 Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the ACOE an assignment authorizing deduction of unified membership dues. Such authorization shall continue in effect until withdrawn in writing. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. The ACOE shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months.
- 5.5 Deductions for employees who sign such authorization after the commencement of the school year shall have a prorated amount deducted from their regular salary check each month of the time remaining.
- 5.6 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the ACOE, and the ACOE shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

SEAC AGREEMENT 2009 - 2012

5.7 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

- Foundation to Assist California Teachers
- Christa McAuliffe Institute for Education Pioneering
- Hilda Maehling Grants Program
- Martin Luther King, Jr. Memorial Scholarship Fund
- APAL
- Jacqui Carlton Scholarship Fund
- American Cancer Society
- John Sheldon Scholarship Fund

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association Executive Board shall communicate in writing to the unit member its acceptance or rejection of the exemption. IF accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

5.8 Proof of payment shall be made on an annual basis to the Association and ACOE as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

5.9 Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying for reasonable cost of using said grievance or arbitration procedures.

5.10 With respect to all sums deducted by the ACOE pursuant to sections above, whether for membership dues or agency fee, the ACOE agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

SEAC AGREEMENT 2009 - 2012

- 5.11 The Association and ACOE agree to furnish to each other any information needed to fulfill the provisions of this article.

TRACS

- 5.12 Commencing July 1, 2009, deductions will be made at the rate of \$256.32 per year toward contributions for TRACS for ACOE employees. The Amador County Unified School District / ACOE will match employee contributions with a \$256.32 per year contribution for the duration of the TRACS program.

ARTICLE 6 WORK DAYS AND HOURS

- 6.1 The school year shall consist of 180 student instructional days.
- 6.2 The employee work year shall consist of a total of 183 work days. At the individual teacher's discretion, one service day shall be scheduled for any of (a) the weekday prior to the first student instructional day of the school year, (b) the weekday following the final student instructional day of the school year or (c) two one-half (1/2) days scheduled at the Employer's discretion during the final three (3) weeks of each semester.
- 6.2.1 High School Counselors will work fifteen (15) additional scheduled days at per diem rate as mutually agreed to by the site administrator and counselor.
- 6.2.2 Elementary and Junior High Counselors may work up to five (5) additional days as determined by the counselor and their site administrator.
- 6.2.3 Agriculture Incentive Teachers (one per FFA) may work up to twenty (20) additional days as determined by the teacher and site administrator in compliance with Ag. Incentive Grant as long as funds are available.
- 6.3 The employee work day shall be seven (7) hours, excluding a lunch period of a minimum of thirty (30) consecutive minutes duty free.

The development of the school calendar is subject to negotiation. The bargaining unit has a strong preference that the first semester ends at the winter break (Christmas). When any holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, it shall be observed the preceding Friday. The following days shall be considered non-work or holidays:

- Labor Day – First Monday in September
- Veteran's Day – November 11th
- Thanksgiving Day – Thursday in November as designated
- Friday after Thanksgiving
- Christmas Eve – December 24th
- Christmas Day - December 25th
- New Year's Eve Day – December 31st
- New Year's Day – January 1st
- Martin Luther King Day – Third Monday in January
- Lincoln's Birthday – Monday of the week in which February 12th occurs
- President's Day – Third Monday in February
- Memorial Day – Last Monday in May

SEAC AGREEMENT 2009 - 2012

- Independence Day – July 4th (summer school)
- Good Friday and the Monday after Easter

- 6.4 Individual variations from the work day when not adversely affecting the school or ACOE may be arranged between the teacher and site administrator, with the approval of the Superintendent or the Superintendent's designee.

A teacher who volunteers to be employed as a tutor in the District's after-school tutoring program, and whose tutoring duties fall within his/her workday of seven (7) consecutive hours (excluding lunch), may, with the approval of the site administrator, and the Superintendent or the Superintendent's designee, interrupt the workday for a tutoring session of not more than 90 minutes, and then resume the remainder of the workday at the end of the tutoring session.

- 6.5 Teachers shall teach a maximum of 54,000 minutes per year. Teaching time refers to the instructional minutes calculations as required by Ed. Code 46201.
- 6.6 Itinerant staff will manage preparation period based on site assignment and student scheduling.
- 6.7 At the K-6 levels, a minimum preparation period of forty-five (45) minutes shall be provided each day. No required meeting(s) shall be held during the scheduled elementary preparation period (except by consensus of the teacher staff).
- 6.8 At the junior high and high school levels, the preparation periods shall be staggered throughout the work day and work week. Preparation time may not be provided on a daily basis but shall be equalized over a two (2) week period.
- 6.9 Holidays that may occur on Mondays will not be made up as part of any equalization effort. On a regular seven (7) period schedule daily preparation equivalent to a class period will be provided. (Teach 6 ~ Preparation 1).
- 6.10 Block Schedule teaching assignments:

Within an eight-period schedule, each general education teacher shall be given a regular preparation period and study hall equivalent in time to the regular class periods. Study hall students will be distributed to all general education teachers in a way that study hall class sizes will be equitable. Any variance from a study hall class assignment cannot include a class that is offered for credit. No more than 10% of a full-time general education site staff will be placed on a "special assignment" in-lieu of a study hall assignment without a 2/3 full-time staff approval. Any in-lieu assignment must be established by mutual agreement of the teacher and principal. Efforts will be made to provide preparation and study hall on alternate days, if possible. General education study hall teachers will not be required to give homework or teach an assigned curriculum but will be expected to maintain appropriate classroom control.

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SEAC AGREEMENT 2009 - 2012

- 6.11 Teachers through approved scheduling have a duty free preparatory time equivalent to other staff members at their assigned school site.
- 6.12 A class for credit that is taught outside of a regular scheduled full-time teaching assignment (i.e., "0" period or on a prep period) will be allowed as follows:
- 6.12.1 only one course per department per year;
 - 6.12.2 the class will be taught by a tenured teacher only, if available;
 - 6.12.3 the teacher will receive 1.194 salary equivalent on a per-diem rate
 - 6.12.4 equivalent of a full-time prep period plus 1/6 of the prep period will be added to the teacher's work day which may be divided/equalized over alternate days;
 - 6.12.5 a teacher will not teach an extra class for consecutive years if there is an interest by other staff members to teach that class;
 - 6.12.6 the site principal, in consultation with the department head, will decide the teacher assignment for the class.
- 6.13 The Association and ACOE recognize that additional time may be for staff meetings not to exceed two (2) one-hour meetings per month. Compensating time off (CTO) will be provided upon request by employee for additional time spent at staff meetings above two (2) hours per month. Professional discretion will be used by employee and site administrator in scheduling of CTO.
- 6.14 Adjunct Duties:
It is recognized and agreed that certificated employees' duties and responsibilities continue beyond the work day for which additional compensation may not be provided. These include but are not limited to:
- Club and class advisors.
 - Reasonable number of in-service assignments.
 - Student supervision.
 - Reasonable number of faculty meetings.
 - Public school nights.
 - School activities such as seasonal programs, etc.
- 6.15 Less than full time employees/preparation period: an employee teaching four hours or more shall receive 1/2 hour preparation period. An employee teaching less than four hours shall receive no preparation period.

SEAC AGREEMENT 2009 - 2012

6.16 An employee working less than full-time will be paid the following fractions of their placement on the salary schedule:

<u>Seven Period Schedule</u>		<u>Eight Period Block Schedule</u>	
1 hour (1 period)	.1666	1 period	.1667
2 hours (2 periods)	.333	2 periods	.33
3 hours (3 periods)	.5	3 periods	.50
4 hours +1/2 hour prep	.75	4 periods	.667
5 hours +1/2 hour prep	.916	5 periods	.833

Prep and Study Hall will be prorated proportionally

- 6.17 Travel time shall not be considered as duty-free lunch period or preparation period time.
- 6.18 Employees shall be compensated for working days required by the Employer that are in excess of one hundred eighty-three (183) days at the Employee's regular rate of pay.
- 6.19 The Employer will provide morning and afternoon breaks of not more than ten (10) minutes in length for all full-time Employees except in emergencies. However, the Employee is responsible for scheduling these breaks in his or her daily schedule.
- 6.20 In addition to the work day defined above, required meetings shall be held on a scheduled basis. There shall be no more than an average of one (1) meeting per month of not more than two (2) hours for County activities (maximum of ten [10] meetings per year). All unit members are required to attend the monthly staff meeting. A minimum of 15 minutes during each meeting shall be allocated for Association business. Employees shall not be required to attend this portion of the meeting. Additional mutually agreed upon Association/County meetings may be scheduled to discuss mutual concerns. In addition, Employees are expected to attend applicable school staff meetings and other special meetings, i.e. General Education Staff Meetings, IEPT meetings when appropriate, Back-to-School Night, Open House, etc., at the school site(s). Employees who serve more than one (1) school site may apportion their time appropriately.
- 6.21 All unit members shall be notified of all Staff Development offered.
- 6.22 Employees serving as official representatives to other school related professional agencies may do so as part of their work assignment. Prior approval shall be obtained from the Director or immediate supervisor a minimum of 48 hours prior to event, to serve in such capacity.

SEAC AGREEMENT 2009 - 2012

- 6.23 SEAC members who are itinerant (assigned to multiple school sites) will not have to serve bus and/or yard duties.

ARTICLE 7
CLASS SIZE AND STUDENT INFORMATION

- 7.1 The ACOE agrees to assign pupils in compliance with state law within the constraints of financial resources and available facilities. The ACOE further agrees to support the assignment of students within the ACOE in such a manner as to equalize the teaching load within grade levels and/or subject matter areas insofar as possible.
- 7.2 Pupils shall not be placed in any classroom in larger numbers than the capacity of the teaching facility and/or basic work station.

Numbers 7.3, 7.4 and 7.5 below are from the ACTA contract and apply to general education classes not to special education classes.

7.3 Class Size K-6

Class size shall not exceed the following:

- A. *Thirty (30) students for Grades K-3
Thirty-two (32) students for Grades 4-6
Twenty-eight (28) students for Multi-grade Combinations*
- B. *In grades K-6, one student per grade level per school may be added, excluding multi-grade combinations, and combinations, none of which may exceed twenty-eight (28).*

7.4 Class Size 7-12

- A. *Class sizes in grades 7-12 shall not exceed the number of work stations, equipment, space, computers, or as law dictates such as, but not limited to, science labs, industrial arts, drafting, and homemaking classes.*
- B. *Class size in grade 7-12 shall not exceed thirty-five (35) students without the permission of the individual instructor. P.E., Drama, Chorus, Band, and other large group instruction whose limits shall not exceed 45 students without the permission of the individual instructor.*
- C. *Student contacts for all 7-12 teachers with the exception of P.E., Drama, Chorus, Band and other large group instruction shall be one hundred eighty (180) days during the assigned teaching schedule, excluding study hall. The 180 student contacts may be*

SEAC AGREEMENT 2009 - 2012

increased by 10 days for each period of Band, P.E., Drama or Chorus assigned.

- D. Student contacts shall include Special Education students who attend class on a regular basis.*
- E. Study hall assignments shall be evenly distributed among teachers according to the student-teacher ratio of the school.*
- F. Schedule changes that are contrary to the contract shall be negotiated and finalized by April 1 prior to the ensuing school year unless dictated by State Budget restrictions or State Law.*
- G. The class size limit for Alternative Education Programs shall be twenty to one (20/1).*

7.5 When a class size exceeds limits specified in VII.3 and VII.4, the site/ ACOE-administrator(s) shall consider the following alternatives and correct or resolve the class sizes conflict within twenty (20) working days. When the class size exceeds limits at the start of the school year, the District must resolve or correct the situation within twenty (20) working days of the first school day after Labor Day.

- A. Re-balance classes at school site to conform with individual contracted class maximums.*
- B. Hire an additional instructor.*
- C. Transfer excess students to another site within the ACOE.*

7.6 The Employer shall maintain class size and caseload in compliance with the rules and regulations of the Amador County Special Education Local Plan Area and the provisions of the current Education Code, State regulations, i.e., waiver, and other related laws as specified for each authorized class.

7.6.1 Teachers for whom caseload waivers must be submitted will request a committee meeting as described in 7.7.

7.7 If class size or caseload goes beyond SELPA policy and regulations, the situation will be reviewed by a committee, which will consider all available options to reduce or balance class sizes and maintain program quality, within thirty (30) days.

7.7.1 The committee will consist of the teacher, the Director, and other parties who believe they may be affected. The committee's input must be provided to the Director/designee within thirty (30) days for consideration

SEAC AGREEMENT 2009 - 2012

by the Director/designee in reaching his or her final decision. A written copy of this decision will be provided to the committee, the Teacher's Advisory Committee, and the SELPA Program Committee.

- 7.8 In the event an Employee is working under a State Waiver to exceed class size limits, the Employee will receive a copy of said Waiver.
- 7.9 Written reports, individual education plans and cumulative folders shall be requested by Director or designee from sending District within forty-eight (48) hours of arrival of student to the SELPA.
- 7.10 A special education teacher receiving a new student shall be provided with all available information needed for the instructional planning, behavioral management and consideration of specialized medical needs prior to that student being brought to the classroom.

Information shall be gathered from sending school staff via phone calls, written reports, cumulative records, or personal interviews as appropriate. A conference shall be held with administrator, specialists and receiving teacher prior to placement for students needing specialized medical procedures and students considered severely emotionally disturbed.

- 7.11 Each new student's name, emergency telephone number, and name and address of parent or guardian will be given to the appropriate Employee when a new class assignment is made.
- 7.12 No teacher may be required to accept a volunteer worker or observer in his/her classroom. However, parents of students enrolled in the class may make routine visits to the class.

ARTICLE 8 EVALUATION PROCEDURE

8.1 Procedure

8.1.1 Employee evaluation shall be performed in accordance with the provisions of Education Code Section 44660 et seq., and the ACOE evaluation procedure. The California Standards for the Teaching Profession numbers I through V are included by reference.

- Standard for Engaging and Supporting All Students in Learning
- Standard for Creating and Maintaining Effective Environments
- Standard for Understanding and Organizing Subject Matter
- Standard for Planning Instruction and Designing Learning Experiences
- Standard for Assessing Student Learning

8.1.2 Evaluation of employees shall include, but shall not be limited to, consideration of (a) progress of pupils toward the standards established by the Board; (b) instructional techniques and strategies; (c) adherence to curricular objectives; (d) establishment and maintenance of a suitable learning environment; and (e) performance of other duties normally required as part of their regular assignments.

8.1.3 All evaluations of performance shall be done within the context of the program(s) and special assignment(s) for which the employee is responsible. The evaluation shall be based on classroom or work-area visits, formal conferences, personal observation, and other applicable data. Any evaluation of employee performance shall not include the use of publisher's norms established as a result of standardized tests. Anonymous verbal complaints shall not be used in the evaluation of a unit member.

8.1.4 The ACOE Superintendent delegates the responsibility for school site evaluation to the immediate supervisor of the employee. The Director of Special Education is the immediate supervisor for SDC and DIS employees. The School Principal is the immediate supervisor for Resource Specialists. The Director/School Principal or prime evaluator may personally evaluate all school site certificated employees, may delegate some evaluation duties to credentialed administrators, or may request assistance in evaluation from one or more secondary evaluators. The Director/School Principal has the final responsibility for submitting written reports on prescribed forms of each certificated person's work at the state intervals. For good cause, an evaluatee may submit written

SEAC AGREEMENT 2009 - 2012

- request to the Director of Personnel for an evaluator other than the prime evaluator.
- 8.1.5 The Director of Special Education shall review all initial evaluations completed by immediate supervisors. Either the employee or the Director can request a second observation / evaluation by the Director which will be completed no later than 30 days prior to the last day of school.
- 8.1.6 Temporary employees may be evaluated annually. Probationary employees will be evaluated annually during their probationary years. Permanent employees may be evaluated at least every other year. Teachers who meet the standards of Education Code Section 44664(a) (3) will be evaluated on a five year cycle. The Education Code provides: “At least every five years for personnel with permanent status who have been employed at least 10 years with the ACOE, are highly qualified, if those personnel occupy positions that are required to be filled by a highly qualified professional by the federal No Child Left Behind Act of 2001 (20 U.S.C. Sec. 6301, et seq.), as defined in 20 U.S.C. Sec. 7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time.” Additional evaluations of temporary, probationary, or permanent employees may be conducted if deemed necessary by the evaluator.
- 8.1.7 All official evaluations shall be in writing on a form or forms approved by the ACOE and the Association as provided in Exhibit C. Each evaluation will include three of the five standards selected by mutual agreement. In the event that the teacher and evaluator are unable to agree on the standards, the teacher will select two standards and the evaluator will select a third. If employee weaknesses are noted, specific recommendations for improvement shall be made in writing on the evaluation form. Recognition of exemplary performance is encouraged.
- 8.1.8 Two (2) copies of each evaluation shall be signed by the employee and the evaluator. Signing the evaluation form does not indicate concurrence, only that the employee has seen the evaluation and that it has been discussed. One (1) copy shall be given to the employee and one (1) forwarded to the ACOE for retention in the employee’s personnel file. The employee may attach any comments that are felt to be pertinent to the specific evaluation within ten (10) working days.
- 8.1.9 Serious or recurring complaints concerning an employee shall be submitted to the employee in writing by his/her School Principal.

8.2 Time Line

(The language in this section, “each evaluatee”, includes temporary, probationary and permanent teachers.)

- 8.2.1 During the first two weeks of school each evaluatee familiarizes him/herself with the current standards and reviews the job description, including other duties normally required as part of the regular certificated assignment.
- 8.2.2 By the fifth week of school an initial meeting is held between the prime evaluator and each evaluatee. This meeting should result in agreement upon the three standards and measures of success for the school year. The prime evaluator and the evaluatee shall sign the result of the initial meeting as an indication that consensus was reached. Each party shall receive a copy of the agreement (Pre-Observation Form). The agreements made in the initial meeting may be changed or modified at any time during the year with the mutual consent of both the prime evaluator and evaluatee.
- 8.2.3 Prior to the end of the first semester an observation is conducted for all temporary and probationary certificated employees assigned to the prime evaluator. A post observation conference will be held within one week. The evaluator and evaluatee will sign the classroom observation form (Classroom Observation/Post-Observation Conference) indicating the conference was held. The evaluatee will have an opportunity to make a written statement.
 - 8.2.3.1 If deficiencies are noted the Director and evaluatee will develop an improvement plan. The improvement plan shall include areas of efficiencies, suggested strategies for improvement and a timeline.
- 8.2.4 At least thirty days prior to the end of the third quarter an observation is conducted for all permanent certificated employees assigned to the prime evaluator. A post observation conference will be held within one week. The evaluator and evaluatee will sign the classroom observation form (Classroom Observation/Post-Observation Conference) indicating the conference was held. The evaluatee will have an opportunity to make a written statement.
- 8.2.5 By the end of the third quarter a second observation is conducted for all temporary and probationary certificated employees assigned to the prime evaluator. A post observation conference will be held within one week. The evaluator and evaluatee will sign the classroom observation form (Classroom Observation/Post-Observation Conference) indicating the

SEAC AGREEMENT 2009 - 2012

conference was held. The evaluatee will have an opportunity to make a written statement.

8.2.6 At least thirty days prior to the last day of student attendance, the final evaluation report (Certificated Employee Performance Evaluation) of each certificated employee will be filed in the personnel office. The prime evaluator will write the final evaluation report based on observations and conferences. An evaluation conference will be held. Both parties will sign the final evaluation, indicating the meeting was held. The evaluatee will have an opportunity to make a written statement. A copy will be provided to the employee and the original will be placed in the ACOE personnel file.

8.2.6.1 If employee performance is unsatisfactory, the evaluator shall make specific recommendations as to areas of improvement in the Employee's performance and attempt to assist the Employee in such performance.

8.2.6.2 Should the Employee receive an Interim and/or Final Evaluation which generally indicates deficiencies exist in his/her job performance, follow-up counseling between the supervisor and the Employee will take place. The supervisor will offer suggestions for improvement in the Employee's performance. Such suggestions may require a workshop or a college class at District expense. If the Employee received an Interim Evaluation which indicated obvious deficiencies and continued lack of job performance, the Final Evaluation may indicate the need for reassignment or dismissal. When any permanent Employee has received an unsatisfactory evaluation, the Employee shall be annually evaluated until a positive evaluation is achieved. Documentation of satisfactory performance shall be placed in the personnel file.

8.2.6.3 Any evaluation with any section marked less than satisfactory must involve the Director of Special Education.

8.2.7 Employee evaluations are confidential and shall not be discussed with personnel who are not involved in the evaluation process of a particular Employee.

ARTICLE 9
PERSONNEL FILES

- 9.1 Personnel files shall be maintained in accordance with provisions of Education Code 44031.
- 9.2 Materials in personnel files, which may serve as a basis for affecting an employee's employment status, shall be available for inspection by the employee or by a representative designated in writing by the employee.
- 9.3 Any employee shall be allowed to inspect all materials in the employee's personnel file pursuant to the provisions of Education Code Section 44031. A record of materials temporarily removed from the file shall be contained within the file.
- 9.4 Information shall not be entered or filed in the employee's personnel file unless the employee is given notice of the entry and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within ten (10) calendar days of notification. Notification is to be given in person or by certified mail.
- 9.5 The ACOE shall maintain the employee personnel files at the ACOE central office. An employee may review any informal files related to his/her employment kept by an employee's supervisor.
- 9.6 After four years, upon teacher request, any derogatory or negative materials, excluding evaluations, shall be moved into a sealed folder within the relevant employee's personnel file. Any materials contained in such sealed folder are referred to as the "Sealed Materials." The Sealed Materials will be accessible by appropriate county-level personnel (for example, the Superintendent and Director of Human Resources) and their advisors (for example, attorneys), but will not be accessible by site administrators (for example, principals and assistance principals). The Sealed Materials may be used only for the limited purposes permitted under the California Education Code.
- 9.7 Anonymous documents, letters and materials shall not be filed in personnel files.

**ARTICLE 10
LEAVES**

- 10.1 Employees shall be entitled to ten (10) days sick leave per year. The ACOE shall provide for each employee an official notification of the amount of accumulated sick leave with each month's paycheck.
- 10.2 PERSONAL NECESSITY LEAVE
- 10.2.1 Up to seven (7) days of leave of absence for illness or injury allowed pursuant to Education Code 44981 may be used by the employee at his/her election, in case of personal necessity. In keeping with the intent of section 44981, sick leave used as personal necessity leave cannot be used as vacation time or to extend Thanksgiving, winter or spring recesses.
- 10.2.2 Acceptable reasons for the use of personal necessity leave include:
- 10.2.2.1 Death of a member of the employee's immediate family when additional leave is required beyond that provided for in Article X, Section Three (3).
- 10.2.2.2 Accident involving employee's person or property or the person or property of the member's immediate family.
- 10.2.2.3 Serious illness of a member of the employee's immediate family of such an emergency nature that the presence of the employee is required during the work day.
- 10.2.2.4 Appearance in court as a litigant except as a party in an action brought against the District by the employee.
- 10.2.3 An employee may use four (4) days of personal necessity leave to attend to matters not specifically listed above, based upon the employee's discretion. The purpose of these days is, for illustration and not limited to, appointments (personal or medical), graduations, weddings, or birth of a grandchild.
- 10.2.4 In the event that an employee exhausts his/her current year's sick leave and has no carryover sick leave, absence due to illness or injury may be unpaid. Unpaid leave may affect STRS earnings/retirement. The district is not obligated to provide opportunities for employees to "make up" for unpaid time.
- 10.2.5 Personal necessity leave may be granted for reasons not listed above. The decision to grant personal necessity leave shall be the responsibility of the Superintendent or designee.

SEAC AGREEMENT 2009 - 2012

10.2.6 Religious holiday leave is deemed personal necessity leave and is covered by previous paragraphs.

10.2.7 Notification of use of personal necessity leave will be filed in writing with the appropriate site principal at least twenty-four (24) hours in advance unless the emergency nature of the request (serious illness of a family member or accident to person or property, for example) would preclude advance warning. In those cases notification must be filed within twenty-four hours of the return to work. The employee is responsible under all circumstances to notify the District Substitute Service by telephone.

10.3 BEREAVEMENT LEAVE

10.3.1 Bereavement leave shall be granted in accordance with the provisions of Education Code Section 44985. A certificated employee shall be granted five (5) days leave of absence for the death in the employee's immediate family or upon receiving official notice in time of military service that a member of the immediate family is missing.

10.3.2 No deduction will be made from the salary of such employees nor shall such leave be deducted from leave granted by other sections of these policies.

10.3.3 Bereavement leave may be granted in special circumstances for the death of an individual not identified under "immediate family" definition at the discretion of the Director.

10.4 SABBATICAL LEAVE

10.4.1 Sabbatical leave shall be granted in accordance with the provisions of Education Code Section 44966 to 44976 inclusive which includes articles on travel, study, and method of payment.

10.4.2 A leave of absence for study or travel may not exceed one (1) year and must benefit the schools and the pupils of the ACOE and the District. The Board may provide for such leave to be taken in separate six (6) month periods or separate quarters rather than for a continuous one (1) year period, provided that the leave of absence for the separate periods shall be commenced and completed within a three (3) year period. (Education Code 44966).

10.4.3 No more than three (3) employees may be on sabbatical leave at any time.

10.4.4 To be eligible for a sabbatical leave, the Employee must have completed seven (7) consecutive years of full-time paid service. Employees granted

SEAC AGREEMENT 2009 - 2012

leave must agree to render at least two (2) full years of paid service upon return from sabbatical leave.

10.4.5 Before the sabbatical leave is approved, the Employee must submit a study plan including a detailed description of the program, the name of the educational agency, and a detailed description of how such leave will benefit students. This study plan must be submitted to the Employer not later than six (6) months prior to the proposed beginning date of the leave.

10.4.5.1 The number of sabbatical leaves granted in one (1) school year shall not exceed three (3) at any given time during the year.

10.4.5.2 Sabbatical leaves shall not be granted to permit an Employee to accept other employment.

10.4.5.3 An Employee shall be paid during the period of sabbatical leave at the rate of one-half of the previous year's regular contract daily rate up to a maximum of 183 days. Such pay shall be made on regular contract pay schedules.

10.4.5.4 Benefits available to other unit members shall be available to those on sabbatical leave if allowed by carrier, if the Employee chooses to pay all costs of the insurance. Employees can choose to pay for the benefit costs with cash or by providing substitute services for 48 days during their sabbatical leave.

10.4.5.5 An Employee who is granted a partial-year sabbatical leave shall be paid in proportion to a full-time salary.

10.4.5.6 An Employee who has received a sabbatical leave shall not be considered to be eligible for further sabbatical leaves until seven (7) years of service have been completed.

10.4.5.7 Upon return from the sabbatical leave, an Employee shall be placed on the salary schedule at the level which the Employee would have achieved had the Employee remained actively employed in the system during the period of absence.

10.4.5.8 Prior to the commencement of sabbatical leave, the Employee will sign appropriate documents to ensure repayment to the Employer of the salary and benefits costs paid during the sabbatical leave in the event the Employee

SEAC AGREEMENT 2009 - 2012

fails to complete two (2) years of employment following such leave.

- 10.4.5.9 Content of project and length of service time will be the controlling factors when more than three (3) Employees request a sabbatical leave for the year.

10.5 MATERNITY LEAVE

- 10.5.1 Leaves of absence for pregnancy and childbirth shall be granted in accordance with provisions of Education Code Section 44965.
- 10.5.2 Any female employee regularly employed in the ACOE shall be granted maternity leave under the following conditions:
 - 10.5.2.1 The employee seeking maternity leave shall provide reasonable notice to the ACOE of her impending temporary disability.
 - 10.5.2.2 In order to return to her duties, an employee must present to the Personnel Office a written statement from her doctor.
 - 10.5.2.3 Payment to the employee before and after the birth of the baby shall be in accordance with existing sick leave policy.
 - 10.5.2.4 Employees may elect to retain no more than ten (10) days of sick leave during a maternity leave period.
- 10.5.3 Pregnancy disability shall be defined as temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.
 - 10.5.3.1 The Employer shall provide a leave of absence for any certificated Employee who is required to be absent from duties because of pregnancy disability.
 - 10.5.3.2 At the option of the Employee, the Employee may elect to request pregnancy disability leave of absence without the use of sick leave provisions in order to preserve accumulated sick leave days earned along with the differential pay provision for the period of 100 workdays or less as provided by current law.

SEAC AGREEMENT 2009 - 2012

- 10.5.3.3 The Employee is expected to establish a beginning and ending date with her supervisor approximately three (3) months in advance of the leave in order to plan for a temporary replacement.
- 10.5.3.4 The length of the leave of absence, including the date on which the leave shall commence shall be determined by the Employee and the Employee's physician with notification to the supervisor.
- 10.5.3.5 The pregnancy disability leave ceases as soon as the Employee's physician certifies in writing that the temporary disability has ended; provided, however, that such leave shall normally terminate not later than thirty (30) calendar days following childbirth or the termination of the pregnancy, unless it is verified by written statement from the Employee's physician that the temporary disability still exists, in which case, such leave may be extended until such time that the physician certifies that the disability has terminated.
- 10.5.3.6 Upon return, the Employee shall be reinstated to the position she held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities, or any right or privilege of employment including salary increments and fringe benefits.
- 10.5.3.7 At the end of the temporary disability, the Employee shall either return to employment, request an appropriate leave of absence, or resign.
- 10.5.3.8 Employees employed as replacements or substitutes for Employees on pregnancy disability leave of absence shall be notified at the time they are hired that their employment is on a temporary basis due to the leave status of a regular Employee.

10.6 FAMILY CARE LEAVE

10.6.1 Family care leave is a leave of absence which is taken by reason of:

- 10.6.1.1 The birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or the serious health condition of a child of the employee.

SEAC AGREEMENT 2009 - 2012

- 10.6.1.2 To care for a parent or a spouse (or registered domestic partner) who has a serious health condition.
 - 10.6.1.3 An employee's own serious health condition that makes the employee unable to perform the functions of the position of that employee, except for leave taken for disability of account of pregnancy, childbirth, or related medical conditions.
 - 10.6.1.4 If an employee needs family care leave for someone other than spouse (or registered domestic partner), parent or child, the Board or Board designee may at their discretion grant family care leave if an employee requests so in writing.
 - 10.6.1.5 An employee's parent is limited to a biological parent, foster parent, adoptive parent, a step-parent, or a previous legal guardian. An employee's child is limited to a biological, foster, or adoptive child, a step-child, a legal ward, or a child for whom the employee stands in loco parentis who is either under nineteen years of age or an adult dependent child. A serious health condition is an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care.
- 10.6.2 Employees may use up to seven days of personal necessity leave for family care leave. The leave is deducted from accrued sick leave. At the discretion of the Board or Board Designee, additional days may be granted. The employee must petition the Board in writing.
- 10.6.3 Family care leave may also be granted as unpaid leave of absence up to a total of four months in a 24 month period. Employees must have had one or more years of continuous service with the ACOE to be eligible for such unpaid leave.
- 10.6.3.1 After exhausting Family Care and Medical Leave, upon written request, the Employer shall provide an Employee who is a natural or adopting parent, an unpaid leave of absence for the purpose of rearing his/her child/infant.
 - 10.6.3.2 Such leave shall remain in effect until the end of the semester following the birth of the child, or a minimum of

SEAC AGREEMENT 2009 - 2012

four (4) months and may continue until the end of the second (2nd) semester following the birth of the child.

- 10.6.3.3 An Employee shall make every reasonable effort to notify the Employer that he/she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.
- 10.6.3.4 An Employee, upon return from this leave of absence, shall be reinstated to the position held when the leave began or to a comparable position without decrease in rate of compensation or loss of promotional opportunities.
- 10.6.3.5 Upon request, the Employer may extend an Employee's child care leave for a maximum of one (1) year.
- 10.6.3.6 Any Employee who seeks an extension of child care leave shall make application no later than four (4) weeks preceding the expiration of the original leave.
- 10.6.3.7 Employees employed as replacements or substitutes for Employees on child care leaves of absence shall be notified at the time they are hired that their employment is on a temporary basis due to the child care leave status of a regular Employee.
- 10.6.3.8 Employees granted child care leaves for a period of more than one (1) semester shall not make advancements on the salary schedule.
- 10.6.3.9 An employee granted child care leave may continue to receive all health and welfare benefits at his/her own expense.

10.7 EXCHANGE TEACHING LEAVE

- 10.7.1 The School Board may grant a leave of absence for exchange teaching in accordance with the provisions of Education Code Section 44853 to 44855 inclusive.
- 10.7.2 Served while on exchange teaching assignment shall be credited to the employee for all benefits, as if the employee served as a resident employee.

10.8 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE (Workers Compensation)

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SEAC AGREEMENT 2009 - 2012

10.8.1 Leave of absence is provided, in accordance with provisions of Education Code Section 44984 as provided herein. In all cases of industrial accident and illness, the employee shall notify the site administrator immediately when an injury or illness arises out of and in the course of employment. The provisions of allowable leave include the following provisions:

10.8.1.1 Allowable leave shall be for not less than 60 days during which the schools of the ACOE/ District are required to be in session or when the employee would otherwise have been performing work for the ACOE in any fiscal year for the same accident.

10.8.1.2 Allowable leave shall not be accumulated from year to year.

10.8.1.3 Industrial accident or illness shall commence on the first day of absence.

10.8.1.4 When an employee is absent for duties on account of an industrial accident or illness, the employee shall be paid such portion of the salary due for any month in which the absence occurs as, when added to any temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than the employee's full salary.

10.8.1.5 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

10.8.1.6 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

10.8.2 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits as provided in section 1 herein. For the purpose of this provision, the absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of their accumulated sick leave which, when added to any temporary disability indemnity, will result in a payment of not more than the employee's full salary.

10.8.3 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Education Code Sections

SEAC AGREEMENT 2009 - 2012

44977, 44978, 44983. This allows the employee to utilize, in the current year, ten (10) days of sick leave, and then allows for a five (5) school month leave. The employee would use accumulated sick leave during this time. When the accumulated sick leave is exhausted, the employee would be entitled to substitute difference pay.

- 10.8.4 During any paid leave of absence, the employee may endorse to the ACOE the temporary disability indemnity checks received on account of the industrial accident or illness. The ACOE, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- 10.8.5 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the governing board authorizes travel outside the state.
- 10.8.5.1 The total of the Employee's temporary disability indemnity and the portion salary due the Employee during such absence shall equal his/her full salary.
- 10.8.5.2 An Employee shall be deemed to have recovered from an industrial accident or illness and thereby able to return to work, at such time as the Employee's physician verifies that the Employee is fully capable of performing job requirements. At the Employer's cost, the Employer has the option to select a physician of its choice to certify that the Employee is fully capable of performing job responsibilities.
- 10.8.5.3 An industrial accident or illness is defined as injury or illness whose cause can be traced to the performance of duties on the job and as adjudged under the provisions of the State Worker's Compensation Insurance Law.
- 10.8.5.4 The Employer's report of an industrial accident or illness shall be kept on file in the County Superintendent's office. The Director shall be notified of any accident or illness within twenty-four (24) hours of such incident.
- 10.8.5.5 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Employer shall not deduct accumulated sick leave from the sick leave allotment of an Employee who is absent as the result of an industrial accident or illness.

SEAC AGREEMENT 2009 - 2012

- 10.8.5.6 An Employee on such leave will be entitled to paid fringe benefits for a period of time not to exceed one (1) calendar year from the date of accident or illness. Thereafter, the Employee may elect to continue in all group benefit plans at the Employee's cost.

10.9 MILITARY LEAVE

- 10.9.1 Military leave shall be granted by the ACOE to any employee called into active military service as per Education Code #44800.

- 10.9.2 An employee may return to the same or comparable position within the ACOE. An honest, goodwill effort will be made to accommodate the returning employee to his/her previous site, school and position as soon as possible upon notification of returning.

- 10.9.2.1 The Employee will receive during the first thirty (30) calendar days of such leave full daily rate of pay compensation in addition to whatever pay is received from the federal or state government for training if one (1) year of service has been rendered to the County Office of Education.

- 10.9.2.2 The Employee on such leave shall maintain the right to be restored to his/her former position or a comparable position at the same salary the Employee would have received had he/she not been on military leave. In addition, the Employee shall be entitled, if so desired, to continue all benefit provisions at his/her own expense.

10.10 OTHER LEAVES AND ABSENCES

- 10.10.1 The Board may grant other leaves, including Educational Conference Leaves and Sabbatical Leaves, with or without pay, for reasons not specified in this Agreement.

10.11 MISCELLANEOUS

- 10.11.1 Unless otherwise provided in Article X, an employee returning from a paid or unpaid leave of absence shall be entitled to return to the same or similar assignment if available.

- 10.11.2 Unpaid Leaves. The Board may grant unpaid leaves to employees. The Superintendent or designee may grant short term unpaid leaves for up to 20 days. Employees granted unpaid leaves may elect to maintain their benefits at the employee's own expense

SEAC AGREEMENT 2009 - 2012

during period of unpaid leave. Unpaid leave will affect retirement credit due to provisions of the Education Code.

10.12 UNPAID LEAVE OF ABSENCE

- 10.12.1 Employees may request a leave of absence for one semester, or up to a full school year provided an appropriately credentialed replacement can be secured. Employees may reapply for additional leaves.
- 10.12.2 For requested leaves of absence which are less than one (1) year, the Employee must contact the Personnel Office by telephone at least ten (10) work days prior to the beginning date of the requested leave. This verbal request must be followed-up in writing.
- 10.12.3 The Employer will respond to the request within five working (5) days following the Board's consideration of receipt of the written request (normally the next regularly scheduled Board Meeting).
- 10.12.4 Unpaid leaves may be requested for reasons including but not limited to travel, study, illness in the household or personal need.
- 10.12.5 Time spent in unpaid leave status shall not count toward step increase on the salary schedule or toward seniority.
- 10.12.6 Employees who are on an unpaid leave of absence shall not receive fringe benefits paid by the Employer. The Employee has the option of continuing benefit coverage at his/her own expense. Employees shall notify the Employer in writing prior to the commencement of their unpaid leave whether they wish to continue to receive benefit coverage at their own expense during the leave. Failure to notify the Employer of their choice shall be deemed a request to discontinue fringe benefit coverage.
- 10.12.7 Part of the leave approval will include a timeline for the Employee to notify the Employer of his/her intention to return. If leave is granted for a year or more, notification of intent to return shall be required four (4) months prior to the return date.
- 10.12.8 At the conclusion of the leave the Employee shall be reinstated to the position he/she held when the leave began or to a comparable position. Assignment shall be under the guidelines of the transfer procedure.

10.13 CIVIC DUTY LEAVE

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SEAC AGREEMENT 2009 - 2012

- 10.13.1 Jury Duty - An employee who is summoned for jury duty or subpoenaed to appear in court as a witness shall be excused for that purpose without loss of pay. The employee shall remit to the ACOE any jury or witness fee, excluding mileage received. The employee who uses other than work days while on jury duty shall not be required to remit or waive jury fees in order to receive his/her salary.
- 10.13.2 Full-time and part-time Employees will be granted up to twenty (20) days leave per year with pay for service on boards, commissions, committees, and groups acceptable to the Employer so long as such service is performed in the state, and if the organization in question informs the county superintendent of the service, and agrees to reimburse the county superintendent for the cost of the substitute employees and the administrative costs.

10.14 CATASTROPHIC ILLNESS LEAVE

- 10.14.1 Employees in the bargaining unit may donate accumulated sick leave days to another employee in the Amador County Office of Education who is in need of additional paid time due to a catastrophic illness.
- 10.14.2 Days donated will be in increments of seven (7) hours or the equivalent of a full - time workday.
- 10.14.3 Whenever an employee is in need of additional time, the employee will contact the Personnel Office who will publish the need throughout the ACOE. Employees who wish to donate will notify the ACOE. Donations will be credited to the recipients account as needed. When a donation is credited, the employee donating the leave will be notified of the adjustment to their account.
- 10.14.4 Once the sick leave donation is credited, it may not be retrieved for any reason.
- 10.14.5 Each employee must retain at least seventy (70) hours [one year] accumulated sick leave in their individual accounts after any donation of sick leave.

ARTICLE 11
ASSIGNMENT, TRANSFERS, REASSIGNMENT

11.1 VOLUNTARY TRANSFER/REASSIGNMENT

- 11.1.1 A transfer is the movement of a unit member from one work location to another work location, or from one program to another program such as year-round education, restructured schools, or reconfiguration. The transfer may include a change in grades or subject area as long as the move involves changing worksites.
- 11.1.2 A reassignment is the movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another such as team teacher, restructuring, or other reconfiguration within the same worksite.
- 11.1.3 The ACOE will provide an Interest to Transfer Form (Exhibit D) to all teachers on or before February 1 of each school year. The form will be returned on or by March 1 of each school year. A master list of Interest to Transfer Forms will be maintained by the ACOE and will be made available for inspection by the SEAC President. A unit member may submit a request for transfer to the ACOE at any time using Exhibit D, whether or not a vacancy exists. A unit member may also submit a timely request for a transfer for a posted vacancy pursuant to the posting procedure of this Article.
- 11.1.4 All unit members with state required credentials and federal ESEA requirements, who meet all posted qualifications and who apply for a vacancy, shall be granted an interview.
- 11.1.5 A transfer request shall not be denied arbitrarily, capriciously, or without basis in fact.
- 11.1.6 If a unit member's request for a voluntary transfer is denied, the unit member, upon written request, shall be granted a meeting with the administrator who denied the request to discuss the reasons for the denial. Following the meeting the unit member shall receive written reasons for the denial.
- 11.1.7 If the unit member requests that her/his application for transfer be kept confidential, the supervisor at her/his worksite shall not be notified by the ACOE of the application.
- 11.1.8 Unit members returning from leave shall be afforded all rights provided under this section.

SEAC AGREEMENT 2009 - 2012

11.1.9 The following criteria shall be used as the basis for consideration for voluntary transfer request:

- seniority in Amador County Office of Education
- experience
- appropriate credential

11.1.10 Due to a move from one work station to another, Resource Specialist, Special Day and Designated Instructional Service teachers may be eligible to receive reimbursement of up to one (1) day of salary to accomplish the moving of materials, supplies, room setup, etc., provided ample time cannot be given through class scheduling.

11.2 INVOLUNTARY TRANSFER/REASSIGNMENT

11.2.1 Involuntary transfer/reassignment shall be made only for the following reasons: An increase/decrease in the number of pupils which requires an increase/decrease in the number of unit members; elimination of program(s) and/or funding; or worksite closings.

11.2.2 If an increase/decrease in the number of pupils or the addition/elimination of program(s) and/or funding occurs, the ACOE shall seek volunteers prior to making any involuntary transfer/reassignment. If an involuntary transfer/reassignment becomes necessary, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned.

11.2.3 If a particular site is to be closed/expanded, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing/expanding site are being placed.

11.2.4 Unit members from the closed/expanded site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, the position shall be offered to the unit member with the greatest seniority.

11.2.5 Unit members returning from leave shall be afforded all rights provided under this section.

11.2.6 Unit members who are involuntarily transferred/reassigned during the work year (183 days), shall be allowed three (3) additional days of per diem pay for the transfer/reassignment. The ACOE shall provide assistance in moving a unit member's material whenever a unit member is transferred/reassigned.

SEAC AGREEMENT 2009 - 2012

11.2.7 An employee to be affected by an involuntary transfer will be given notice by the last day of school or as soon thereafter as is known and prior to any general announcements.

11.3 NOTIFICATION OF ASSIGNMENT

11.3.1 Each unit member shall be given tentative written notice not later than June 1st of the next year's assignment. The notice shall specify the building, grade, grade level, subject area and position to which the unit member will be tentatively assigned.

11.3.2 Assignment Limitations

11.3.2.1 Unit members shall be assigned only to positions for which they hold a valid California credential, and for which they are fully qualified.

11.3.2.2 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the ACOE shall secure all the necessary waivers and emergency credentials.

11.4 VACANCIES

11.4.1 A vacancy is any position that does not have a unit member assigned to it and the ACOE determines the need to fill the position.

11.4.2 The ACOE shall deliver to the Association President and simultaneously post in all worksites a list of all vacancies which are to be filled. The list shall contain the following:

11.4.2.1 A closing date which is at least five (5) working days following the posting date.

11.4.2.2 A job description.

11.4.2.3 Credentials and qualifications necessary to meet the requirements of the position.

11.4.3 No re-assignment or transfer to fill the vacancy shall be made until after the closing date.

11.4.4 The ACOE shall, upon request by a unit member, notify that unit member by mail of any posted openings for which they have expressed interest which may arise during the summer recess, intersession or a period of

SEAC AGREEMENT 2009 - 2012

leave. The unit member's request must be in writing and must include a mailing address.

- 11.4.5 If a unit member already has an annual reassignment/transfer application on file, it is not necessary to make a further application in order to be considered for any vacancies. "Annual" shall cover the period from 9-1 to 8-31 of a given year.
- 11.4.6 The ACOE shall deliver in writing the reasons for the unit member not being selected.
- 11.4.7 Reassignments at a site or in the Independent Study Program take precedence over transfers.
- 11.4.8 No outside applicant shall be selected to fill a vacancy if there is a fully qualified unit member applicant.
- 11.4.9 A vacancy is defined as unfilled certificated position which may have been created by death, resignation, retirement, transfer, reassignment, or increased enrollment. An opening created by a regular Employee's leave of absence shall not be considered a vacancy.

11.5 SENIORITY

- 11.5.1 For purposes of this Article only and not for the purpose of determining order of layoffs, seniority is defined as the unit member's first date of paid service in a probationary position with ACOE.
 - 11.5.1.1 Unit members with the same initial date of service shall have their seniority number determined by lot.
 - 11.5.1.2 The lottery shall be conducted in the presence of at least two (2) Association representatives. Once the lottery is used to determine a unit member's seniority, that seniority shall remain in effect while in the service of the ACOE.
 - 11.5.1.3 If a unit member is assigned by the ACOE to a non-bargaining unit position, that unit member does not accrue seniority for the purposes of this Article while working on such an assignment.
 - 11.5.1.4 A unit member on an ACOE approved paid leave of absence other than to a non-bargaining unit position shall continue to earn seniority while on leave.

- 11.5.1.5 Seniority shall be the determining factor in granting all transfers, assignments and reassignments when the ACOE determines that two or more applicants are equally qualified as provided in the applicable vacancy posting.

ARTICLE 12 HEALTH – SAFETY

- 12.1 All employment conditions shall be safe and comply with state laws.
- 12.2 Employees shall not be required to work under unsafe or unhealthy conditions or perform tasks which may endanger their health or safety.
- 12.3 Any Employee who observes a working condition which is believed to be unsafe or unhealthy shall report such conditions in writing including the reasons for believing it to be unsafe or unhealthy to his/her Director. The Superintendent or designee will respond in writing within 48 hours as to whether or not an unsafe or unhealthy condition exists, and if so, how the unsafe or unhealthy condition has been or shall be remediated, if such remediation is possible or practical.
- 12.4 An Employee may use such reasonable force as is necessary and legally appropriate to protect himself/herself from attack, to protect another person, to prevent damage to property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within the control of the student. If identified as being needed, Employee training will be provided.
- 12.5 Employees shall immediately report and notify in writing cases of assault or threatened assault suffered by them in connection with their employment to the appropriate law enforcement authorities with a copy to their immediate supervisor. The immediate supervisor shall promptly report the incident to the Amador County Superintendent of Schools.
- 12.6 Teachers, other than qualified school nurses, shall not be requested or required to perform any medical procedure (such as clean intermittent catheterization, injections, suction, gavage feeding, and postural drainage) other than as a back-up person if non-certificated staff is unavailable or needs assistance or in emergency situations. Teachers will be required to attend training provided by the Amador County Office of Education on said procedures in order to assume this role. Such training either will be provided during the regular work day or teachers will be compensated based on their daily rate of pay for each hour in training if such training occurs outside of their regular work day.

ARTICLE 13 GRIEVANCE PROCEDURE

THIS GRIEVANCE PROCEDURE IS PROVIDED IN ORDER TO RESOLVE GRIEVANCES AT THE LOWEST POSSIBLE MANAGEMENT LEVEL AND TO PROVIDE AN ORDERLY PROCEDURE FOR REVIEWING AND RESOLVING GRIEVANCES PROMPTLY.

13.1 DEFINITIONS

- 13.1.1 “Grievance” means an alleged violation, misapplication or questionable interpretation of rules, procedures, regulations, statutes, policies of this agreement which personally and adversely affects an employee or group of employees. Other matters of employer-employee relations for which the law prescribes a specific method of review by Board Policy or by administrative rule or regulation are not within the scope of this grievance procedure.
- 13.1.2 “Immediate Supervisor” means the credentialed administrator who has immediate jurisdiction over a grievant, and who has been designated to administer the grievance.
- 13.1.3 “Grievant” means any employee or group of employees of the ACOE covered by the terms of this agreement.
- 13.1.4 “Conferee” means any person the grievant wishes to have present during any part of the grievance procedure.
- 13.1.5 An ACOE “grievance form” shall mean an ACOE provided form (See Exhibit E).

13.2 PROCEDURE

13.2.1 INFORMAL LEVEL

- 13.2.1.1 Before filing a formal grievance, the grievant shall attempt to resolve the grievance by at least one informal conference with the grievant’s immediate supervisor.
- 13.2.1.2 The parties should seek to adjust the difficulty at the point of origin by (1) obtaining advice from any appropriate division of the ACOE level staff and/or (2) consulting with conferees.

SEAC AGREEMENT 2009 - 2012

- 13.2.1.3 If the grievance is not resolved by conference, then either party may declare that a grievance exists and the provisions of this agreement shall be implemented.

13.2.2 SUPERVISOR'S LEVEL (I)

- 13.2.2.1 Within twenty (20) working days after a grievant knew, or by reasonable diligence could have known of the conditions upon which the grievance is based, the complainant shall present the grievance on an ACOE Grievance Form (see Exhibit E) to the site principal or Special Education Director if he/she is immediate supervisor.
- 13.2.2.2 No grievances of class size will be filed until the 20th day after Labor Day.
- 13.2.2.3 This form information shall be a clear, concise statement of the grievance; the circumstances on which the grievance is based; the persons involved; the decision rendered at the informal conference; the remedy sought; outline of actions taken to adjust the complaint; and the specific provision(s) of the collective bargaining agreement that are alleged to have been violated. Copies shall be sent to any or all conferees by the ACOE.
- 13.2.2.4 The principal shall communicate the decisions to the employee and the Superintendent in writing within ten (10) working days after receiving the grievance.
- 13.2.2.5 Either party to a grievance shall have the right to request and receive a personal conference in order to resolve the grievance.

13.2.3 ACOE LEVEL (II)

- 13.2.3.1 If the grievance is not resolved to the satisfaction of the grievant in Level I, the grievant may within ten (10) working days of the receipt of the Level I decision, submit to the Superintendent on an ACOE Grievance Form a request for appeal.
- 13.2.3.2 A copy of the request for appeal shall be provided to the other party to the grievance.
- 13.2.3.3 The hearing shall be held within ten (10) working days after receipt of a written request for appeal.

SEAC AGREEMENT 2009 - 2012

- 13.2.3.4 The Superintendent shall communicate his decision to the grievant in writing within ten (10) working days after the hearings are concluded. Copies of the decision shall be provided to all parties to the grievance.

13.2.4 MEDIATION LEVEL (III)

- 13.2.4.1 If the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.
- 13.2.4.2 The parties agree to contact a mutually acceptable state mediator in order to schedule grievance mediation.
- 13.2.4.3 In the event that the grievance is settled in grievance mediation, the settlement will be documented in written form and signed by the parties.
- 13.2.4.4 In the event that the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the mediator within 10 days of the first meeting held by the mediator, the Association may terminate Level 3 and the grievance may proceed to Level 4.
- 13.2.4.5 Offers of settlement made during the mediation process will not be introduced in arbitration.

13.2.5 BINDING ARBITRATION (IV)

- 13.2.5.1 If the Association proceeds to arbitration, it shall notify the ACOE-in writing. Within ten (10) days of such notification, representatives of the ACOE and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the CSMCS. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Rules of the American Arbitration Association.
- 13.2.5.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such

SEAC AGREEMENT 2009 - 2012

financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator will be submitted to the Association and the Superintendent and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

- 13.2.5.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room, will be borne equally by the ACOE and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

13.2.6 MISCELLANEOUS

- 13.2.6.1 The Association may, at the request of the grievant, provide representation at any or all levels.
- 13.2.6.2 If a grievance arises from an action or inaction on the part of an employee at a level higher than the immediate supervisor level, the grievance procedure shall begin at the appropriate level of occurrence.
- 13.2.6.3 Any employee who is requested to appear as a witness in a grievance hearing shall be granted release time without loss of pay.
- 13.2.6.4 Time limits may be adjusted by mutual agreement between the grievant and the ACOE.

13.3 TIME LIMITS

- 13.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.
- 13.3.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.
- 13.3.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein will be reduced so that

SEAC AGREEMENT 2009 - 2012

the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

13.3.4 Grievances related to safety shall commence with the Superintendent's Level after compliance with the provisions of Article XII, HEALTH-SAFETY.

13.4 REPRISALS

13.4.1 No reprisals of any kind shall be taken by the County Office or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

13.4.2 The Association, either in its own behalf or in behalf of more than one affected unit member, may initiate a grievance at Level Two.

13.4.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, he/she shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

13.5 All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

13.6 A unit member may at any time present grievances to the employer, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the written agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The County Office 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.

SEAC AGREEMENT 2009 - 2012

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036E93DDAFB3/SEAC CONTRACT July 2009 - June 2012 June 2011 Final Copy.doc?attach=1](https://webmail.amadorcoe.k12.ca.us/exchange/dcustodio/Inbox/Will%20you%20update%20this%20on%20the%20website_x003F_.EML/SEAC%20CONTRACT%20July%202009%20-%20June%202012%20June%202011%20Final%20Copy.doc/C58EA28C-18C0-4a97-9AF2-036E93DDAFB3/SEAC%20CONTRACT%20July%202009%20-%20June%202012%20June%202011%20Final%20Copy.doc?attach=1)

ARTICLE 14 COMPENSATION

14.1 RULES AND REGULATIONS

14.1.1 To receive annual increments on the salary schedule, an employee shall have completed 75% of a year of full-time satisfactory employment in a certificated position. An employee shall advance one (1) step on the salary schedule for each year of service to the last regular step of the last column of the adopted salary schedule at which time the employee shall be eligible to receive anniversary increments in accordance with the provisions of this contract.

14.1.2 Units to be counted must be filed in the ACOE prior to September 10th or February 10th of the year in which they are to be counted for pay purposes. Units filed by September 10th will affect salary adjustments on the September payroll, units filed after September 10th and by February 10th will affect salary adjustments beginning on the February payroll.

There will be no salary retroactivity for credits given after the September 10 date and prior to the February 10 date.

For those employees submitting credit for the February 10 cutoff date, salaries will be calculated based on 50% of the contract year at the salary placement determined by September 10 cutoff date. The remaining 50% of the contract year will be based on the salary placement determined at the February 10 cutoff date.

In order to ensure proper STRS retirement reporting requirements are met, the February payroll will calculate an average annual salary based on 50% of the year at the September 10 salary and 50% of the year at the February 10 salary schedule placement.

14.2 INITIAL PLACEMENT ON SALARY SCHEDULE

14.2.1 New ACOE Employees may be granted up to twelve (12) years credit on the salary schedule for prior, verifiable public and private certificated experience.

14.2.2 From SEAC Agreement July 1, 2005

14.2.2.1 SEAC to be placed on the ACTA Salary Schedule effective July 1, 2005.

14.2.2.2 \$500 Master's Stipend

14.2.2.3 \$500 specialized credential incentive –”Special education teachers and specialists with **clear certification** who are actively engaged in the design and delivery of specialized instruction designated on individual education plans shall receive an annual stipend of \$500.00. Employees eligible for the stipend who work less than full-time will receive a pro-rated share” (From Dec. 9, 2005 memo to Charleen Hunter from Rosalie McProuty).

14.3 SALARIES

14.3.1 Number of Payments:

Salaries shall be paid in twelve (12) equal payments for all employees hired prior to July 1, 2000. Employees hired after July 1, 2000 will be given the option of 11 pay checks or 12 checks with two checks in June. These employees will not receive a check during July.

14.3.2 Computation of Salary:

A person in a position requiring certification qualifications who serves less than a full school year shall receive the salary computed in accordance with provisions of Education Code 45041.

14.3.3 Certificated salaries:

Salary schedule adjustments will adjust all negotiated stipends with the exception of Agriculture Incentive Stipend, PAR Joint Committee and PAR Consulting Teacher.

14.4 QUALIFICATIONS FOR SALARY STEP ADVANCEMENT

14.4.1 A one (1) step increase is granted to a full-time employee who satisfactorily serves at least 75% of the teaching days in one school year. Employees serving less than full time shall advance one (1) step on the salary schedule at the beginning of the next school year. When an employee moves to full-time service, the employee shall be placed on the salary schedule based on full-time, including past credited service and part-time service as credited by STRS toward continuous service.

14.4.2 Earning Credit for Advancement on Salary Schedule (Exhibit F):

SEAC AGREEMENT 2009 - 2012

- 14.4.2.1 College Courses. All college courses submitted for credit under the salary schedule shall be subject to one of the following requirements for Approval:
 - 14.4.2.1.1 College courses in the teacher's present, or assigned future teaching assignment.
 - 14.4.2.1.2 Courses in possible future employment assignments arrived at by consultation with the administration.
 - 14.4.2.1.3 Courses in professional education relating to the teaching position of the teacher and courses that will improve the teacher in the classroom.
 - 14.4.2.1.4 Courses which aid or prepare the teacher for present or assigned future extra-curricular activities are acceptable as a portion of a balanced program of professional growth units designed to improve the teachers presentation in his classroom duties as well as his/her extra-curricular activities.
 - 14.4.2.1.5 Repeating college courses directly related to teaching assignment.
- 14.4.2.2 In Lieu Credit
 - 14.4.2.2.1 In lieu credit may be granted for engaging in projects and/or ACOE/District approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community.
 - 14.4.2.2.2 Amount of credit granted -- no more than three (3) credits will be granted in one year.
 - 14.4.2.2.3 Process -- the teacher applicant shall, prior to commencing work:
 - 14.4.2.2.3.1 Submit to the Superintendent a written prospectus detailing the activity of any educational project showing how the project will benefit the applicant and the ACOE/ District.
 - 14.4.2.2.3.2 The applicant must submit a written recommendation from the site principal.

SEAC AGREEMENT 2009 - 2012

14.4.2.2.3.3 The applicant shall request a specific number of units and provide justification.

14.4.2.2.3.4 The Superintendent will determine the credits to be granted and conditions for approval.

14.4.2.3 Appeals Committee consisting of three teachers appointed by the Association and two administrators appointed by the Superintendent shall act as a review committee in disputes arising from the application of the above agreement.

14.4.2.3.1 The Committee shall make its recommendation directly to the Board of Trustees in writing.

14.4.2.3.2 The Committee shall elect a chairperson from the membership.

14.4.2.3.3 The Committee shall serve for a period of one year. Disputes shall be submitted to the Committee chairperson in writing. The chairperson shall convene Committee meetings.

14.4.2.3.4 The Committee decision shall be made by a majority of the total group for recommendation.

14.5 DUTIES BEYOND REGULAR SCHOOL YEAR

14.5.1 Any employee shall be compensated at their per diem rate for ACOE required days of work beyond the school year.

14.5.2 Certificated employees who participate in Staff Development Buy-Back days, if any, will be compensated at per diem rate.

14.6 COACHING SCHEDULE

14.6.1 Coaches shall be paid in one payment, at the satisfactory conclusion of their regular coaching assignment, for the following duties as provided in Education Code Section 45049 and as specified in their job description. All assignments must be ratified by the Board of Trustees annually.

14.6.2 Compensation for coaching shall be in accordance with provisions of the Amador County Unified School District coaching schedule.

14.7 MISCELLANEOUS STIPENDS

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SEAC AGREEMENT 2009 - 2012

14.7.1 See Exhibit A.

ARTICLE 15
PART-TIME AND/OR SHARED POSITIONS

15.1 Objective:

To provide more flexible staffing patterns to meet the individual needs of schools and employees, part-time and shared positions are available.

15.2 Determination of salary:

Part-time employees will be paid on a year-to-year basis during part-time or shared position status. When a part-time employee later accepts a full-time contract, the salary step will be computed on the basis of the sum of full-time and part-time fractional service in addition to previously credited service outside the ACOE. If that sum results in a fraction of .50 or more, the fraction shall be rounded to the higher whole number. Each year each part-time and/or shared positions teacher will advance on the salary schedule on a year-to-year basis while they are part-time employees.

15.3 Shared Contracts:

15.3.1 Shared positions (two part-time employees working with one class or assignment) must be approved annually by the Board.

15.3.2 A regular permanent teacher who requests a job share is responsible for the following:

15.3.2.1 Obtain site Principal's approval and/or ACOE Director of Special Education in the event it is an ACOE employee assigned to multiple sites.

15.3.2.2 Work with Principal and staff in securing a satisfactory "share".

15.3.2.3 Under normal circumstances a signed Memorandum of Agreement for job share must be submitted no later than February 1 for the next school year. (See Exhibit G)

15.3.3 Compensation and fringe benefits for part-time or shared positions shall be commensurate with proportion of time worked.

15.3.4 Permanent full-time employees serving as part-time employees or on shared positions may request return to full-time status providing:

15.3.4.1 A vacancy for which they qualify exists.

SEAC AGREEMENT 2009 - 2012

15.3.4.2 Under normal circumstances the ACOE must be notified by February 1 prior to the school year employee wishes to return to full-time service.

15.3.5 Employees returning to full-time status shall be entitled to the same rights as any other.

15.3.6 If possible, the 'share' that completes one FTE with a permanent employee shall be filled with a temporary contract employee.

15.4 Proportional Responsibility:

Employees sharing a position will share proportionally in non-teaching duties allocated to the staff. Together, they will assume the approximate responsibilities of one full-time employee.

15.5 Miscellaneous:

All job share employees shall attend all necessary staff meetings and in-services expected of full-time certificated staff. Each job share partner will receive the proportional ACOE's contribution towards health and welfare benefits if the partner is purchasing the balance to make up a 100% contribution.

15.6 Should the permanent member of the job-share team resign, the position is considered a vacancy for transfer purposes; should the temporary member of the job share resign, the permanent member shall assume the full-time position unless a suitable job share replacement is found. Every effort shall be made for job share members to fill in for one another when an absence occurs.

ARTICLE 16
FRINGE BENEFITS

- 16.1 Medical, dental and vision insurance plans shall be provided by the ACOE for the term of this agreement. Please contact the Business Office for copies of detailed health care coverage provisions.
- 16.2 Employees working full time receive benefits. As of July 1, 1992, new employees or employees transferring to less than full time positions, working half time or more but less than full time shall receive a prorated ACOE contribution towards health and welfare benefits.
- 16.3 The Board shall not reduce, eliminate or change any benefits or professional advantages which are enjoyed by teachers during the term of this Agreement except by mutual agreement.
- 16.4 The ACOE contribution for Health and Welfare Benefits was increased to \$7,400.00 effective July 1, 2005.
- 16.5 The level of contribution (July-June) shall remain the level of ACOE contribution until changed by subsequent negotiations. Any cost difference greater than the ACOE level of monthly contributions and the annual premiums (July-June) may be deducted from the employee via payroll deduction over a 12 month period subject to successor contract negotiations.
- 16.6 The Employer and the Association will continue to investigate the costs and services of various insurance carriers to determine the best benefit coverage for the current dollar value negotiated.
- 16.7 Employees will be notified on a yearly basis of the insurance benefits available to them through the Employer, including health benefits, income protection, life insurance and benefits included under the COBRA (Consolidated Omnibus Budget Reconciliation Act.)
- 16.7.1 An open enrollment period shall be made available for each benefit year. Changes shall be finalized before the beginning of the benefit year. All unit members shall be enrolled in fringe benefit programs within (60) days of their first day of service.
- 16.8 The Employer will also provide the IRS Section 125 Plan to Employees for medical expense reimbursement, dependent care reimbursement, cancer coverage and certain life insurance plans during the Section 125 open enrollment period each year. If the Employee does not use the amount as specified in 30.1 to purchase insurance, the unused portion will be paid as salary in lieu of benefits.

SEAC AGREEMENT 2009 - 2012

- 16.9 The Employer will provide payroll deduction services to all Employees without added cost. Any Employee may authorize deductions from his/her salary without charge by a revocable, written authorization for any of the following:
- Health plan premiums for both the Employee and family;
 - Purchase of shares or repayment of loans of a credit union;
 - Dues for membership in exclusive representative organizations;
 - Premiums on tax-sheltered annuities.
- 16.10 Retired Employees may continue their insurance coverage. The total cost shall be paid by the retiree unless they are eligible for the provisions of Section 12, below.
- 16.11 Employees who have not reached the age of sixty-five (65) and who retire from the Amador County Office of Education, are eligible for \$3,300 a year to age sixty-five (65) for medical insurance premiums if the Employee has:
- Attained the age of fifty-five (55);
 - Enrolled in the medical plan at the time of retirement;
 - Provided twenty (20) total years of certificated service; and
 - Provided fifteen (15) total years of service in the Office of Education, Amador Special Education Program(s), or Tri-County Consortium.

ARTICLE 17
REIMBURSEMENT

- 17.1 All employees' personal property to be used in the scope of employment, and when written permission including a statement of the value and condition of the item is approved by the Superintendent and is on file at the District Office, shall be covered by ACOE insurance against theft or loss through fire.
- 17.2 The County does not provide mileage reimbursement for travel to and from an Employee's home to his/her assigned school site each day.
- 17.2.1 If more than one site is served or an Employee is otherwise required to travel between ACOE school or administrative sites as part of his or her employment duties, the Employee will be reimbursed for the day's total mileage driven by Employee between such sites on that particular day at the IRS approved rate per the County's mileage chart. For the avoidance of doubt, Employees shall only be reimbursed pursuant to the immediately forgoing sentence for mileage actually driven by Employee.
- 17.2.2 Employees attending required meetings which are held away from his/her work site(s) shall be reimbursed mileage excluding staff meetings.
- 17.2.3 Mileage Chart (Exhibit H).

ARTICLE 18
PROFESSIONAL ACCOUNTABILITY

18.1 This article is provided to establish just cause, due process and progressive discipline for employees for violations of any of the causes for dismissal listed in Education Code Sections 44932 to 44933 when such violation is not considered serious enough to warrant dismissal. It is understood that nothing stated herein shall have any controlling effect in the event a dismissal action is initiated under provisions of the Education Code.

18.2 Employees shall not be disciplined without just cause. All disciplinary action of the ACOE shall be corrective and progressive rather than punitive and be administered in accordance with the following:

The following progressive discipline shall be applied, except where an offense of a serious nature may require the ACOE to directly impose a written warning, a written reprimand, or a suspension without pay. Prior to being placed on suspension without pay, a unit member will be placed on paid administrative leave pending the outcome of an investigation by the ACOE. If the unit member grieves a suspension, the suspension will be held in abeyance until completion of the grievance procedure.

Administration of disciplinary action shall conform to the following progression:

- Counseling
- Informal verbal warning
- Written warning
- Written reprimand to be included in personnel file
- Suspension without pay
- Dismissal

18.3 The following may impose personnel disciplinary action with the approval of the Board of Trustees.

- Superintendent

18.4 Procedures.

18.4.1 No written notices shall be given to any employee unless first given a verbal warning about a similar and separate action or infraction. Any such warning shall be based upon verified data.

SEAC AGREEMENT 2009 - 2012

- 18.4.2 No written reprimand shall be given to any employee unless first given a written warning about a similar and separate action or infraction. Any such reprimand shall be based upon verified data. A copy of all written reprimands shall be given to the employee and the Association at the request of the employee.
- 18.4.3 No suspension shall be ordered for any employee unless first given a written reprimand about a similar and separate action or infraction within the past year. Any such suspension shall be based upon verified data. A copy of all suspension orders shall be placed in the employee's file.
- 18.4.4 No suspension in excess of one (1) day shall be ordered for any employee unless first suspended for one (1) day for a similar and separate action or infraction within the past year. Any such suspension shall be based upon verified data.
- 18.4.5 Suspension may be without pay, but shall not reduce or deprive the employee of seniority or other rights or any fringe benefits. No suspensions shall exceed five (5) working days in duration and no suspension period shall be carried over from one school year to the next.
- 18.4.6 No employee shall receive more than one (1) penalty for any single action or infraction.
- 18.4.7 Whenever an employee is given notice of any disciplinary action, concurrent notice shall be given of the right to appeal the decision by utilization of the Grievance Procedure contained in this contract and also shall be informed of the right to be represented by the Association.
- 18.4.8 If a grievance is filed by the employee or the Association, representing the employee, related to the discipline of the employee, all disciplinary actions proposed by the ACOE shall be postponed pending a final decision of the grievance.
- 18.4.9 If, after having been disciplined, an employee serves the ACOE for twelve (12) months without the need for further disciplinary action, a follow-up notice to that effect shall be issued to the employee and the Association which shall also be attached to the original notice that may have been placed in the employee's personnel file.

**ARTICLE 19
RETIREMENT**

This article reserved for the provisions of the Retiree Health Benefit Plan (TRACS). In addition, employees may elect to participate under provisions of Education Code Section 44929 or its successor, if available.

Retirement Health Benefits are administered by TRACS, see Article V.

ARTICLE 20
NEGOTIATION PROCEDURES

- 20.1 Issues for negotiations for the following school year shall be established at a regularly scheduled meeting prior to April 15th. General statements of interest shall be established and the issues defined. All issues shall be prioritized for the order in which they will be addressed by the bargaining teams. A schedule and timeline for the year will be established indicating the dates, hours, and planned topics pursuant to Government Code 3547, Public Presentation of Proposal.
- 20.2 Additional issues may be generated at any time by either the SEAC Executive Board or the ACOE Governing Board. At a regular or special meeting between the SEAC and ACOE negotiating teams the additional issues will be presented. Rationale and the scope of the issue will be discussed. In order to open the issue for further discussion an attempt at resolution consensus must be reached.
- 20.3 When consensus is reached on each issue the proposed agreements will be presented at the next SEAC and ACOE board meeting as legal agenda limitations allow.
- 20.4 Upon approval by the Association and ACOE each change in contractual language shall be effective immediately or as otherwise determined in the agreement. Approval dates shall be recorded at the bottom of each article.
- 20.5 Either party may utilize the services of outside consultants to assist in the negotiations.
- 20.6 The ACOE and/or the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
- 20.7 The Association shall designate not more than six (6) representatives who shall each receive a reasonable number of hours per week of release time, without loss of compensation, to prepare for and attend negotiations and impasse proceedings.
- 20.8 The ACOE shall furnish the Association upon request, at cost, copies of all public records.
- 20.9 When a problem with the negotiated Agreement is perceived to exist by either side, either party may request a meeting to seek a resolution to the problem.
- 20.10 For the duration of this contract, there will be no openers unless mutually agreed upon, except as provided in Article XXIV.

SEAC AGREEMENT 2009 - 2012

- 20.11 The Employer agrees to furnish the Association President, upon request, all available information relating to any matter being negotiated unless expressly prohibited by law. Notwithstanding other information, the Association President shall be sent one (1) copy of the placement of personnel on respective salary schedules along with a copy of Interim Budget reports and a copy of the County Office of Education Budget upon request.
- 20.12 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the Employer. The waiver by mutual agreement and in writing of any term or condition of this agreement shall not constitute a precedent in the future enforcement of all its terms and provisions.
- 20.13 The County shall not reduce or eliminate any contractual benefits contained herein which were enjoyed by unit members as of the ratification date of this agreement unless the effects of such reductions are agreed upon through the negotiation process.

ARTICLE 21
SAVINGS PROVISIONS

- 21.1 Reduction or elimination of employee 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 such amendment or repeal to negotiate for the purpose of restoring such benefits in this Agreement.
- 21.2 If any provision of this Agreement or any application thereof to any employee is held by the a court of competent jurisdiction to be contrary to law, then such provisions or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.
- 21.3 Should a provision or application be deemed invalid, as described in paragraph 1 above, the ACOE shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) work days after such court decision to renegotiate the provision or provisions affected.

ARTICLE 22
PEER ASSISTANCE AND REVIEW

The Association and the ACOE are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the Association and the ACOE agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. The PAR program will exist and operate in compliance with the California Education Code.

- 22.1 The PAR Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct that are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and Article VIII (Evaluation) of this Agreement.
- 22.2 The PAR Program in no manner diminishes the legal rights of bargaining unit members.
- 22.3 It is the intent of the ACOE and the Association that this Article shall remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the ACOE. If state funding for the PAR Program is eliminated, this will be reviewed and a decision to discontinue will be part of the negotiation process.
- 22.4 The ACOE and Association agree that this Article shall be reopened if either the Education Code section 44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of this Article. The parties further agree that this Article may be reopened at any time by mutual agreement.

ARTICLE 23
TEACHER/INSTRUCTIONAL AIDE ASSIGNMENT AND
WORKING RELATIONSHIP

- 23.1 Prior to assignment, unit members shall be invited to participate in the interview process of special education instructional assistants with whom they will work.
- 23.2 The work of the special education instructional assistant shall be under the direct supervision of the unit member.
- 23.3 Unit members may schedule up to one (1) hour per week to meet with the instructional assistants to review and plan the educational goals and progress of students. Any such meeting 1) shall not increase the assistant's work hours; 2) shall be at a time mutually agreeable to the unit member and instructional assistant; and 3) shall not result in lost instructional minutes for students.
- 23.4 Assistant support for fully included students will be other than the teacher's regularly assigned instructional assistant(s).

**ARTICLE XXIV
DURATION AND RATIFICATION**

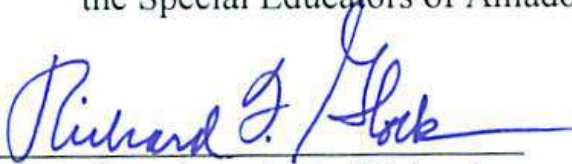
1. The provisions of this Agreement constitute the full and complete commitments between both parties and shall become effective upon ratification by both parties.

2. This agreement shall be in full force and effect until June 30, 2012.

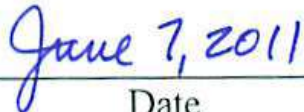
3. The parties agree to reopen negotiations on the following:

Salary, benefits and two (2) items of each parties choice and any other Article by mutual agreement and any article that may be requested due to legislative changes.

The articles and provisions herein constitute a binding agreement by and between the Superintendent of the Amador County Office of Education (Employer) and the Special Educators of Amador County (SEAC)/CTA/NEA (Association).



County Superintendent of Schools



Date



SEAC / CTA / NEA (Association)



Date

**EXHIBIT A
CERTIFICATED EMPLOYEE SALARY SCHEDULE**

Board Approved May 21, 2008 ~ (1.13% increase **Effective 2008/2009**)

STEP	I	II	III*	IV	V	VI	STEP
			B.A.+30	B.A.+45 M.A.	B.A.+60 M.A.+15	B.A.+75 M.A.+30	
1	*	*	40,282	42,377	44,496	46,721	1
2			41,489	43,647	45,828	48,120	2
3			42,816	44,956	47,201	49,564	3
4			44,098	46,303	48,620	51,049	4
5			45,423	47,693	50,080	52,580	5
6			46,782	49,124	51,579	54,158	6
7			48,188	50,594	53,126	55,784	7
8			49,633	52,114	54,718	57,458	8
9			51,123	53,676	56,361	59,181	9
10			52,656	55,285	58,054	60,957	10
11				56,942	59,794	62,784	11
12				58,653	61,588	64,667	12
13						66,607	13
16						67,943	16
19						69,301	19
22						70,688	22
25						76,472	25

*Employees placed on Column III will be frozen at that step until all requirements of Column III are met.

Miscellaneous Stipends

Exhibit	Description	Stipend Amount
~	Master's Stipend	\$500.00
~	Specialized Credential Stipend	\$500.00
B	Department Head	\$1,412.00

EXHIBIT B

**SPECIAL EDUCATION DEPARTMENT CHAIR
JOB DESCRIPTION**

Duties of the Department Head

Budget Responsibilities:

1. Approve all department purchase requisitions prior to submission to the principal and/or director.
2. Coordinate requisition and distribution of instructional supplies.
3. Coordinate textbook ordering, distribution and inventory on an annual basis.

Staff Development:

1. Provide orientation for new teachers.

Department Curriculum:

1. Coordinate curriculum in the department.
2. Facilitate curriculum articulation meetings with both feeder schools and other high schools.
3. Assist teachers to obtain classroom materials and activities.

Communication:

1. Facilitate communication between Administration and Staff.
2. Facilitate communication between Staff members.
3. Advise and assist the Administration and Counseling staff as the representative of the department in the development of the Master Schedule.
4. Assist the Administration as the representative of the department in the hiring of new teachers for the department.

Selection Process

Appointed by the Director of Special Education. A department shall consist of a minimum of three members.

Term

The length of term for a Department Head shall not exceed one year. Incumbent Department Heads may be re-appointed by the Director.

Salary

See Exhibit A, Miscellaneous Stipends.

SEAC AGREEMENT 2009 - 2012

Evaluation

The Department Head will submit an annual self-evaluation of the past year and plans for his/her department for the following year. These submittals will be made each year by May 15th.

Evaluation of Personnel: Forms and Procedures Cover Sheet

Evaluatee _____ School _____

Evaluator _____ Subject/Grade _____

Date Observation #1 _____ Date Observation #2 _____ Final Evaluation Date _____

Evaluator Check-off List:

<input type="checkbox"/> INITIAL CONFERENCE	<input type="checkbox"/> INTERIM CONFERENCE	<input type="checkbox"/> INTERIM CONFERENCE	<input type="checkbox"/> FINAL CONFERENCE
<p>“By the fifth week of school an initial meeting is held between the prime evaluator and each evaluatee.” (8.2.2)</p>	<p>“Prior to the end of the first semester an observation is conducted for all temporary and probationary certificated employees assigned to the prime evaluator. A Post observation conference will be held within one week.” (8.2.3)</p>	<p>“At least thirty days prior to the end of the third quarter an observation is conducted for all permanent certificated employees assigned to the prime evaluator. A post observation conference will be held within one week.” (8.2.4) “By the end of the third quarter a second observation is conducted for all temporary and probationary certificated employees assigned to the prime evaluator. A post observation conference will be held within one week.” (8.2.5)</p>	<p>“At least thirty days prior to the last day of student attendance, the final evaluation report (Certificated Employee Performance Evaluation) of each certificated employee will be filed in the personnel office. The prime evaluator will write the final evaluation report based on observations and conferences. An evaluation conference will be held. Both parties will sign the final evaluation, indicating the meeting was held.” (8.2.6)</p>
<hr/> Evaluatee Signature & Date	<hr/> Evaluatee Signature & Date	<hr/> Evaluatee Signature & Date	<hr/> Evaluatee Signature & Date
<hr/> Evaluator Signature & Date	<hr/> Evaluator Signature & Date	<hr/> Evaluator Signature & Date	<hr/> Evaluator Signature & Date

Evaluation of Personnel: Forms and Procedures Pre-Observation Conference

By the fifth week of school an initial meeting is held between the prime evaluator and evaluatee. This meeting should result in agreement upon the three standards to be evaluated during the school year. In the event that the teacher and evaluator are unable to agree on the standards, the teacher will select two standards and the evaluator will select a third. Standards being selected shall be initialed.

_____ **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 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.

_____ **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 instruction time wisely.

_____ **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 ideas.
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.

_____ **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 instructional 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 all student needs.

_____ **Assessing Student Learning**

1. Establishing and communicating learning goals for 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.

Developing as a Professional Educator

This standard is not used as part of the evaluation process, but included for reflection.

We acknowledge that we have reached consensus on the three standards that will be evaluated this year.

Evaluatee signature _____ Date _____

Evaluator's signature _____ Date _____

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SEAC AGREEMENT 2009 - 2012

School _____

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CONTRACT July 2009 - June 2012 June 2011 Final Copy.doc/C58EA28C-18C0-4a97-9AF2-
036E93DDAFB3/SEAC CONTRACT July 2009 - June 2012 June 2011 Final Copy.doc?attach=1](https://webmail.amadorcoe.k12.ca.us/exchange/dcustodio/Inbox/Will%20you%20update%20this%20on%20the%20website_x003F_.EML/SEAC%20CONTRACT%20July%202009%20-%20June%202012%20June%202011%20Final%20Copy.doc/C58EA28C-18C0-4a97-9AF2-036E93DDAFB3/SEAC%20CONTRACT%20July%202009%20-%20June%202012%20June%202011%20Final%20Copy.doc?attach=1)

Classroom Observation/Post-Observation Conference

(For Evaluator's use during classroom observation and discussion with the teacher at the post-observation conference)

Evaluatee _____ School _____

Evaluator _____ Observation #1 or #2 _____

Period/Time & Date of Lesson _____ Subject/Grade _____

Lesson _____ Number of Students _____ Duration of visit _____

Please fill in the three standards being observed below:

1. _____ Observations:

2. _____ Observations:

3. _____ Observations:

Classroom Observation/Post-Observation Conference
(page 2)

Evaluator comments:

Evaluatee comments:

The Evaluatee's signature does not constitute endorsement of the evaluator's notations, but is recognition that discussion of this observation has taken place.

Evaluatee signature _____ Date _____

SEAC AGREEMENT 2009 - 2012

Evaluator's signature _____ Date _____

**Evaluation of Personnel: Forms and Procedures
FINAL PERFORMANCE EVALUATION**

Employee _____ Evaluator _____

Employment Status (Check One) Temporary Probationary 1 Probationary 2 Permanent Intern

Years of Service to District _____ Date _____ Grade/Subject _____

EVALUATION CODE:

Not Observed: This particular component of the teaching standard was not observed because (1) not one of the three focus Teaching Standards or (2) simply was not observed during the particular observations.

Meets/Exceeds Standard: should be interpreted to mean competent with performance acceptable to the District.

Approaching Standard/Needs Improvement: indicates Evaluatee understands Standards and is working toward meeting the Standard.

Does Not Meet Standard/Unsatisfactory: indicates weakness in performance in need of strengthening before next evaluation.

Rating Scale	N/A	3	2	1
	Not Observed	Meets/Exceeds Standard	Approaching Standard/Needs Improvement	*Does Not Meet Standard/Unsatisfactory

*Requires completion of the Improvement Plan portion of the Evaluation Document.

I. Standard for Engaging and Supporting All Students in Learning	N/A	3	2	1	Comments
Connecting students' prior knowledge, life experiences, and interests with learning goals					
Using a variety of instructional strategies and resources to respond to students' diverse needs					
Facilitating learning experiences that promote autonomy, interaction, and choice					
Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful					
Promoting self-directed, reflective learning for all students					
II. Standard for Creating and Maintaining Effective Environments	N/A	3	2	1	Comments
Creating a physical environment that engages all students					

SEAC AGREEMENT 2009 - 2012

Establishing a climate that promotes fairness and respect					
Promoting social development and group responsibility					
Establishing and maintaining standards for student behavior					
Planning and implementing classroom procedures and routines that support student learning					
Using instructional time effectively					
III. Standard for Understanding and Organizing Subject Matter	N/A	3	2	1	Comments
Demonstrating knowledge of subject matter content and student development					
Organizing curriculum to support student understanding of subject matter					
Interrelating ideas and information within and across subject matter areas					
Developing student understanding through instructional strategies that are appropriate to the subject matter					
Using materials, resources and technologies to make subject matter accessible to students					
IV. Standard for Planning Instruction and Designing Learning Experiences	N/A	3	2	1	Comments
Drawing on and valuing students' backgrounds, interests, and developmental learning needs					
Establishing and articulating goals for student learning					
Developing and sequencing instructional activities and materials for student learning					
Designing long and short term plans to foster student learning					
V. Standard for Assessing Student Learning	N/A	3	2	1	Comments
Establishing and communicating learning goals for all students					
Collecting and using multiple sources of information to assess student learning					
Involving and guiding students in assessing their own learning					
Using results of assessments to guide instruction					
Communicating with students,					

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SEAC AGREEMENT 2009 - 2012

families, and other audiences about student progress					
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SEAC AGREEMENT 2009 - 2012

To improve overall performance, improvements are recommended or required in the following areas: (The evaluator's comments and suggestions for improvement must be included, as well as a timeline for meeting any requirement listed. An attachment may be included.)

Recommended Timeline	*Required Timeline	Comments and Suggestions for Improvement

Other Comments:

Employee Statement: I acknowledge that I have seen this evaluation and have been provided with suggestions where improvement in performance is indicated. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement in writing to accompany this form.

Employee Signature _____ Date _____

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SEAC AGREEMENT 2009 - 2012

Evaluator Signature _____ Date _____

EXHIBIT D

**INVITATION TO SUBMIT LETTER OF INTEREST TO TRANSFER
AMADOR COUNTY OFFICE OF EDUCATION CERTIFICATED STAFF
FEBRUARY 20XX**

If you are interested in being considered for a change of assignment to another school site, please complete and return this form by March 1, 20XX to the District Office, Personnel Dept. You will be notified by letter or telephone of vacancies appropriate to your expressed interest.

NAME: _____

PRESENT SCHOOL SITE: _____

PRESENT GRADE LEVEL/ASSIGNMENT: _____

SCHOOLS I AM INTERESTED IN:

	All Elementary Schools		All Jr. High/High Schools
	Plymouth Elementary		Amador High School
	Sutter Creek Elementary		Argonaut High School
	Pine Grove Elementary		Independence HS
	Pioneer Elementary		Independent Study Center (North Star)
	Jackson Elementary		Jackson Jr. High
	Ione Elementary		Ione Jr. High
	Court School (COE Position)		

GRADE LEVELS:

	Kindergarten		Fifth
	First		Sixth
	Second		Seven-Eight
	Third		Nine-Twelve
	Fourth		All

SUBJECT:

If you are interested in transferring to an opening teaching a particular subject only, please indicate which subject(s):

Please list all California teaching credentials held, including authorizations:

Signature

Date

EXHIBIT E

Grievance Form – Level I

Name of Grievant: _____

Position: _____ School: _____

Contract provision(s) alleged to be violated: _____

State in detail the facts of the alleged violation including times and places and description of the particular incident and names of the persons involved. (Use separate sheet, if necessary.)

Request for settlement or corrective action desired:

Has this grievance been discussed with the site administrator or supervisor on the informal level.

Name of Site Administrator/Supervisor: _____ Title: _____

Grievant's Signature: _____ Date: _____

Grievant Representative's Signature (optional): _____ Date: _____

Decision:

Reasons for decision (use separate sheet, if necessary):

SEAC AGREEMENT 2009 - 2012

Signature of Administrator: _____

School: _____

Date: _____

EXHIBIT E

Grievance Form – Level II

Name of Grievant: _____

Position: _____ School: _____

To: Superintendent
Amador County Office of Education
217 Rex Avenue
Jackson, CA 95642

I wish to appeal the grievance decision at Level I rendered by:

(Name of Administrator) (Title)

on _____. This grievance is therefore appealed to Level II.
(Date)

Copies of the grievance and decision are attached.

Reason for this appeal:

Grievant's Signature: _____ Date: _____

Grievant Representative's
Signature (optional): _____ Date: _____

Decision:

SEAC AGREEMENT 2009 - 2012

Reasons for decision (use separate sheet, if necessary):

Signature of Superintendent: _____ Date: _____

EXHIBIT E

Grievance Form – Level III

Name of Grievant: _____

Position: _____ School: _____

To: Board of Trustees
Amador County Office of Education

I wish to appeal the grievance decision at Level II rendered by the Superintendent of the Amador County Office of Education on _____ (date). This grievance is, therefore, appealed to Level III. Copies of the grievance and decision are attached.

Reason for this appeal:

Grievant's Signature: _____ Date: _____

Grievant Representative's
Signature (optional): _____ Date: _____

Decision:

Reasons for decision (use separate sheet, if necessary):

SEAC AGREEMENT 2009 - 2012

Signature of
Board President: _____

Date: _____

EXHIBIT F
IN-LIEU CREDIT AUTHORIZATION

Advanced Approval

Name: _____ Site: _____
Grade/Subject: _____ Date: _____
Number of Units Requested: _____

In the space below, please submit a written prospectus detailing the activity of the educational project showing how the project will benefit the applicant and the District (justification for number of units requested):

Please attach a written recommendation from your principal.

- Recommend to Board
- Not Recommended to Board

Assistant Superintendent of Curriculum Signature: _____ **Date:** _____

Conditions (if applicable):

Board Approval _____ Superintendent Signature _____
Date

SEAC AGREEMENT 2009 - 2012

Please provide documentation to the Personnel Department upon completion of the requested credit. *Deadlines: September 10 starting on September payroll or February 10 starting on February payroll.*

EXHIBIT F

ADVANCED APPROVAL FOR CONTINUING EDUCATION UNITS:

Name: _____

Site: _____

Grade/Subject: _____

Date: _____

Continuing Education units submitted for credit under the salary schedule shall be subject to one of the following requirements.

1. _____ Present or future teaching assignment.
2. _____ Professional education course related to teaching position and will improve the teacher in the classroom.
3. _____ To aid or prepare the teacher for present or assigned future extra-curricular activities. (requires signature of Principal)
Principal's Approval: _____
4. _____ A repeat of a previous course which directly relates to teaching assignment (requires signature of Principal)
Principal's Approval: _____

Title and Description	No. of Credits	Institution Name	Date Completed

- Approved
 Not Approved

Director of Personnel Signature: _____

Date: _____

SEAC AGREEMENT 2009 - 2012

Please provide documentation to the Personnel Department upon completion of the requested credit. *Deadlines: September 10 starting on September payroll or February 10 starting on February payroll.*

EXHIBIT F

ADVANCED APPROVAL FOR COLLEGE/UNIVERSITY UNITS:

Name: _____ Site: _____

Grade/Subject: _____ Date: _____

All college courses submitted for credit under the salary schedule shall be subject to one of the following requirements.

1. _____ Present or future teaching assignment.
2. _____ Professional education course related to teaching position and will improve the teacher in the classroom.
3. _____ To aid or prepare the teacher for present or assigned future extra-curricular activities. (requires signature of Principal)
Principal's Approval: _____
4. _____ A repeat of a previous course which directly relates to teaching assignment (requires signature of Principal)
Principal's Approval: _____

Title and Description	No. of Credits	Institution Name	Date Completed

- Approved
 Not Approved

Director of Personnel Signature: _____

Date: _____

SEAC AGREEMENT 2009 - 2012

Please provide documentation to the Personnel Department upon completion of the requested credit. *Deadlines: September 10 starting on September payroll or February 10 starting on February payroll.*

EXHIBIT G
MEMORANDUM OF AGREEMENT FOR JOB SHARING
FOR THOSE WHO SHARE STUDENTS

Participants: _____
School Site: _____ Grade/Subject: _____

1. This agreement is for the _____ school year.
2. A work schedule for each participant will be developed and approved by the site administrator prior to signing this agreement.
3. Each participant will participate in all scheduled activities on his/her assigned day. This includes, but is not limited to, school committees, staff meetings, lesson planning, extra duty schedules, testing, workshops and in-service sessions, etc. Any variation must have prior approval by the principal.
4. Participants will conduct parent conferences jointly, attend both scheduled "Back to School Night" and "Open House", and both attend any Student Success Team (SST), 504 Plan, ILP (Individual Learning Plan), IEP (Individual Educational Plan) or any other meetings concerning their student(s).
5. Each participant will be responsible for all official records.
6. Should either participant be unable to fulfill his/her teaching obligation for any reason, which might include, but is not limited to death, prolonged illness, acceptance of full time employment or resignation, the other participant, if at all possible, shall assume full-time responsibility for the assignment until a suitable replacement is found, a new agreement signed by both participants and approved by the Board.
7. If and when a substitute is required, the other participant will assume responsibility for the class if at all possible. Participants can choose to trade or flex days to accomplish this. Documentation and prior approval must be on file with the principal.
8. Sick leave and health benefits entitlement is equal to the percentage of each partners assignment, as is the current practice and any change in this would be subject to negotiations.
9. Salary schedule advancement will be at one step for each year of service in a job share position. When the employee later accepts a full-time contract, the salary step will be computed on the basis of the sum of full-time and part-time fractional service in addition to previously credited service outside the District except as noted in the "Sideletter of Agreement Regarding Job Shares".

I accept the above provisions and restrictions of a divided job assignment.

Participant Date

Participant Date

Approval of site administrator _____

Board Approval _____ Date

EXHIBIT G
MEMORANDUM OF AGREEMENT FOR JOB SHARING
FOR THOSE WHO DO NOT SHARE STUDENTS

Participants: _____

School Site: _____ Grade/Subject: _____

1. This agreement is for the _____ school year.
2. A work schedule for each participant will be developed and approved by the site administrator prior to signing this agreement.
3. Each participant will participate in all scheduled activities on his/her assigned day. This includes, but is not limited to, school committees, staff meetings, lesson planning, extra duty schedules, testing, workshops and in-service sessions, etc. Any variation must have prior approval by the principal.
4. Participants will conduct parent conferences, attend both scheduled "Back to School Night" and "Open House", and attend any Student Success Team (SST), 504 Plan, ILP (Individual Learning Plan), IEP (Individual Educational Plan) or any other meetings concerning their student(s).
5. Each participant will be responsible for all official records.
6. Should either participant be unable to fulfill his/her teaching obligation for any reason, which might include, but is not limited to death, prolonged illness, acceptance of full time employment or resignation, the other participant, if at all possible, shall assume full-time responsibility for the assignment until a suitable replacement is found, a new agreement signed by both participants and approved by the Board.
7. If and when a substitute is required, the other participant will assume responsibility for the class if at all possible. Participants can choose to trade or flex days to accomplish this. Documentation and prior approval must be on file with the principal.
8. Sick leave and health benefits entitlement is equal to the percentage of each partners assignment, as is the current practice and any change in this would be subject to negotiations.
9. Salary schedule advancement will be at one step for each year of service in a job share position. When the employee later accepts a full-time contract, the salary step will be computed on the basis of the sum of full-time and part-time fractional service in addition to previously credited service outside the District except as noted in the "Sideletter of Agreement Regarding Job Shares".

I accept the above provisions and restrictions of a divided job assignment.

Participant Date

Participant Date

Approval of site administrator _____

SEAC AGREEMENT 2009 - 2012

Date

Board Approval _____

**EXHIBIT H
MILEAGE CHART
(REVISED 12/10/01)**

Ama High	Argo High	Comm School	District Office	Ind High	Ione Elem	Ione Junior High	Jackson Elem	Jackson Junior High	Pine Grove El	Pioneer El	Ply Elem	Sutter Creek Elem	Sutter Creek Prim
	4	6	5	3	11	12	5	5	11	17	8		1
4		2	1	2	10	10	2	1	12	18	12	4	4
6	2		1	5	12	12	1	1	10	15	14	6	6
4	1	1		3	10	11	1		10	15	12	5	4
3	2	5	3		9	9	3	3	9	15	10	3	2
11	10	12	10	9		0	11	10	20	25	11	11	11
12	10	12	11	9	0		11	11	20	26	11	12	11
5	2	1	1	3	11	11		1	10	15	13	5	5
5	1	1		3	10	11	1		10	15	12	5	4
11	12	10	10	9	20	20	10	10		6	19	11	11
17	18	15	15	15	25	26	15	15	6		24	17	16
8	12	14	12	10	11	11	13	12	19	24		8	8
	4	6	5	3	11	12	5	5	11	17	8		1
1	4	6	4	2	11	11	5	4	11	16	8	1	

SEAC AGREEMENT 2009 - 2012

	Ama High	Argo High	Comm School	District Office	Ind High	Ione Elem	Ione Jr. High	Jackson Elem	Jackson Jr. High	Pine Grove El	Pioneer El	Ply El	Sutter Crk El	Sutter Crk Pri Primary
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