



## **AN AGREEMENT BETWEEN**

The Fresno County Superintendent of Schools and  
The County Schools Office Educators' Association Local Chapter #704

Effective July 1, 2015 thru June 30, 2018

Ratified on December 16, 2016

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## DEFINITIONS

1. **BOARD** – Fresno County Board of Education
2. **DAYS** – Days a Unit Member is required to be on duty and the length of the Unit Member’s duty day.
3. **CATEGORICALLY FUNDED AND NON-TENURE EMPLOYEES** – Categorically funded non-tenured employees shall be defined as Unit Members who work in projects or programs that are conducted under contract with either public or private agencies or programs that are categorically funded for an indeterminate duration under applicable Education Code provisions and case law.
4. **EMPLOYEE** – Any person employed by the employer in any capacity including Unit Members.
5. **EMPLOYER** – Fresno County Superintendent of Schools
6. **IMMEDIATE ADMINISTRATOR** – The Fresno County Office of Education person with direct responsibility for supervising a given Unit Member.
7. **IMMEDIATE FAMILY** – The Unit Member’s spouse, mother, mother-in-law, father, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild of the Unit Member or the Unit Member’s spouse; son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, step and foster relations, or any relative living in the immediate household of the Unit Member.
8. **INSERVICE DAY** – Any day of inservice training required of Unit Members.
9. **INSURANCE COVERAGE** – Shall mean insurance and benefits from an insurance or indemnity carrier, trust or by self-funded plan.
10. **NEGOTIABLE ITEMS** – Those items defined in Government Code Section 3543.2.
11. **NEGOTIATE IN GOOD FAITH** – A serious and honest effort on the part of each party to reach agreement, including but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiation of negotiable items, and the duty to meet and negotiate as provided in Government Code Section 3543.7.
12. **NON-TENURE TRACK EMPLOYEES** – Non-tenure track employees shall be defined as Unit Members not eligible to acquire probationary or permanent status under applicable Education Code provisions and case law.
13. **OFFICE** – The Fresno County Office of Education including all facilities and personnel.
14. **PAID LEAVE OF ABSENCE** – That Unit Members shall be entitled to: (A) Receive wages and all fringe benefits, including but not limited to, insurance and retirement, and; (B) Receive credit for salary increments provided during the paid leave of absence.
15. **PROBATIONARY EMPLOYEES** – Probationary employees shall be defined as Unit Members who have not been classified as permanent employees under applicable Education Code provisions and case law.
16. **SITE** – A school, area, central office, or any administrative unit supervised by one immediate administrator which may have multiple physical locations.
17. **SUPERINTENDENT** – Fresno County Superintendent of Schools.

18. **TEMPORARY EMPLOYEE** – A person employed on a contractual basis to take the place of a Unit Member on leave of absence or who is absent due to long-term illness or injury or as might otherwise be provided in the Education Code.
19. **TENURE EMPLOYEES** – Tenure employees shall be defined as Unit Members who have been employed by the County Office for two complete consecutive school years and the re-elected for a third year under applicable Education Code provisions and case law.
20. **UNIT MEMBER** – Any employee employed in a position which is included in the bargaining unit for which the Fresno County of Schools Office Educators Association #704, CTA/NEA is the exclusive representative.

## ARTICLE 1

### RECOGNITION

#### **1.0 RECOGNITION**

- 1.1 The Employer confirms its recognition of the Association as exclusive representative for that unit of employees recognized by the Employer per its Resolution dated April 29, 1976. The representation unit which the Fresno County Schools' Office Educators Association #704, California Teachers' Association/National Education Association claims to be appropriate, consists of the following positions: Teachers, Certificated Speech & Language Pathologists, Nurses, Specialists, Resource Teachers, and Counselors. This list excluded those employees of a substitute, management, supervisory, and confidential status.
- 1.2 The Employer and the Association agree to expand the scope of Unit recognition to include part-time employees who meet the following definition: "A part-time employee who meets all other criteria qualifies for representation in this Unit if he/she is employed sixty percent (60%) of a school year. Sixty percent (60%) of a school year means seven hundred thirty six (736) hours.



## ARTICLE 2

### MAINTENANCE OF BENEFITS

#### **2.0 MAINTENANCE OF BENEFITS**

- 2.1 The Employer shall maintain all the terms and conditions of the Agreement until its expiration unless changed by mutual agreement.
- 2.2 **STATUTORY AND/OR ADMINISTRATIVE CHANGES**
  - 2.2.1 Any changes to the terms and conditions of this Agreement, which are mandated by State and Federal laws or by Administrative rulings of State or Federal agencies shall be negotiated.
  - 2.2.2 Any permissive actions brought about by State or Federal laws or Administrative rulings, which may affect the salary or fringe benefits of a Unit Member shall be negotiated.
  - 2.2.3 The provisions of Section 2.2.2 herein above shall be applicable only when said permissive actions do not require additional expenditures by the Employer, other than incidental administrative or clerical costs, or said permissive action is supported by additional funding to the Employer.
  - 2.2.4 Whenever the provisions of Sections 2.2.1 or 2.2.2 are invoked by either party serving a written request upon the other, the Employer and the Association expressly agree to meet and negotiate changes, if any, to this Agreement in a timely manner.

## ARTICLE 3

### EMPLOYER RIGHTS

#### **3.0 EMPLOYER RIGHTS**

- 3.1 Except as otherwise provided in this Agreement, 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 in, but not limited to, those duties and powers is 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 educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Employer operation; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and contract out work. In addition, the Employer retains the right to hire, classify, assign, evaluate, promote, and terminate employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations 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 this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

## ARTICLE 4

### ASSOCIATION RIGHTS

#### 4.0 ASSOCIATION RIGHTS

- 4.1 The Association and its members shall have the right to make use of the Employers equipment, buildings and facilities during regular business hours as long as the use does not interfere with the school program and the duties of the employees. "Use of Facilities" forms for such requests shall be utilized.
- 4.2 The Association shall have the right to post notices of activities and matters of Association concern on Employer controlled bulletin boards in an area designated by the immediate supervisor. The Association may use the Fresno County Office of Education mail service and certificated personnel mailboxes for communications to bargaining Unit Members.
- 4.3 Authorized representatives of the Association shall be permitted to transact official Association business before and after school hours and during breaks on sites controlled by the Employer. Such transactions shall not interfere with the school program and the duties of the employees.
- 4.4 The County Superintendent shall mail the agenda of each County Board of Education meeting to the Association president at the same time that agendas are mailed to Board members. In accordance with this negotiated agreement, the Employer shall mail to the President of the Association minutes of the regularly scheduled Special Education Local Plan Area (SELPA) meetings.
- 4.5 The Employer shall grant up to ten (10) days paid leave to the President of the Association or his/her designated officer or bargaining team member, during his/her term of office, to attend to Association activities. The Association shall pay the cost of any additional days. In order to provide appropriate notification on the prescribed form, such requests shall be made to the Employer or his designee, one week prior to such leave.
- 4.6 Name, addresses, and telephone numbers of all bargaining Unit Members, who authorize release of information, shall be provided without cost to the Association no later than October 15 of each school year.

## ARTICLE 5

### PROFESSIONAL DUES AND VOLUNTARY DEDUCTION

#### 5.0 PROFESSIONAL DUES AND VOLUNTARY DEDUCTION

##### 5.1 STATEMENT OF PHILOSOPHY

5.1.1 The Association and the Employer agree that the Association is the exclusive representative of the Certificated Unit and that Unit Members have an obligation to support the Association. Each Unit Member is urged to join and actively participate in the functions of the Association.

5.1.2 It is the mutual intention of the parties that the provisions of this Article protect the rights of individual workers without restricting CTA's right to require every bargaining Unit Member, except those exempt from these provisions, to pay a fair share of the cost of collective bargaining activities.

##### 5.2 PAYROLL DEDUCTION FOR MEMBERSHIP DUES

5.2.1 The Employer agrees to deduct the Association dues or a fair share service fee from wages of every Unit Member, except those exempt from these provisions, via payroll by deducting 1/10 of such dues from the regular salary check of the Unit Member for ten (10) months. Deductions for Unit Members who sign such authorization after commencement of the school year shall be appropriately prorated to complete the annual payment by the end of the school year.

5.2.2 The Employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing twenty (20) days or more after the Association's written notification to the Employer of the new or changed deductions.

##### 5.3 FAIR SHARE SERVICE FEE

5.3.1 Any new Unit Member shall, within thirty (30) calendar days from their effective hire date, become a member of the Association or pay the Association a service fee, except as provided in 5.4. There shall be no charge by the Employer to the Association for such mandatory agency fee deductions.

5.3.2 Each newly hired Unit Member shall be made aware of his/her options and obligations by reading and signing a statement to this effect at the time of the Unit Member's new hire orientation. (See Appendix B).

**5.4 RELIGIOUS OBJECTIONS**

5.4.1 If a new Unit Member has a valid objection, which demonstrates a recognized religious conviction and is willing to so signify by signing a sworn statement of waiver (see Appendix C), he or she shall be relieved of any and all obligations associated with dues or service fees, and said statement shall become a part of the Unit Members personnel file.

5.4.2 Unit Members who are not Association members or paying a service fee and request representation and/or counseling in any formal proceedings, or the possibility thereof, including but not necessarily limited to grievances, disciplinary action, evaluations and notices of non-renewal of contract may be subject to the Association recovering reasonable costs of representation. This right of recovery shall not extend to the local chapter officers or members.

**5.5 HOLD HARMLESS**

5.5.1 The Association shall indemnify, defend and hold the Employer harmless from all costs, liabilities, and other expenses, including but not limited to, attorney's fees and costs, stemming from any court or administrative action challenging the legality of the organization security provision of this Agreement or its implementation.

5.5.2 The Association agrees to reimburse the Employer, its officer or agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the Employer has complied with the terms of this Article and has notified the Association of its awareness of such action.

5.5.3 The Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.

- 5.5.4 With respect to all sums deducted by the Employer pursuant to authorization of the Unit Member, the Employer agrees to promptly to remit such monies to P.O. Box 45529, San Francisco, California 94145-0529, accompanied by a list of Unit Members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 5.5.5 The Association agrees to furnish any information needed by the Employer to fulfill the provisions of this Article.
- 5.5.6 Upon appropriate written authorization from the Unit Member, the Employer shall deduct from the salary of any Unit Member, and make appropriate remittance for credit union, or any other plans or programs jointly approved by the Association and the Employer.

## ARTICLE 6

### GRIEVANCE PROCEDURE

#### 6.0 GRIEVANCE PROCEDURE

##### 6.1 DEFINITIONS

- 6.1.1 **Grievance** – a formal written allegation by a Grievant that he/she has been adversely affected by an alleged violation, misinterpretation or misapplication of the specific provisions of this Agreement or the Employer’s practice or regulation implementing this Agreement.
- 6.1.2 **Grievance File** – the Human Resources Office shall maintain a separate and distinct file for grievances. Each grievance shall be kept in a separate folder, along with any other documents accumulated pursuant to the grievance. The grievance file shall not be available for inspection by anyone other than the grievant, the grievant’s representative or a member of the administration directly involved in the grievance procedure.
- 6.1.3 **Grievance Form** – the form approved by the Employer or his/her designee, to be used for the preparation and filing of a formal grievance. Said forms shall be prenumbered to insure grievances are processed expeditiously. A Unit Member may secure a blank grievance form from the Human Resources Office in the central administrative building. Said request can be in person, phone or by mail. If, due to the location of the Unit Member’s work site, it is necessary to forward the blank form by U.S. Mail, the filing period will be extended by two (2) working days.
- 6.1.4 **Group Grievance** – if an identical or near-identical set of facts results in more than one Unit Member being adversely affected by an alleged violation of the specific provisions of this Agreement, the Grievant may file a Group Grievance on a single grievance form signed by all the Unit Members participating in the Grievance. All Grievants to the Group Grievance are afforded the full process of this article and have the right to representation at each level of the process starting with Section 6.3 (Formal Grievance) of this Article.

- 6.1.5 **Grievant** – a Unit Member acting solely on his/her own behalf concerning a personal and individual Grievance.
- 6.1.6 **Immediate Supervisor** – the Grievant’s Immediate Supervisor or Administrator at the lowest level of administration with authority to resolve the complaint. It shall be the responsibility of the Employer, or his/her designee, to inform the association and the Unit Member as to the identity of the appropriate Immediate Supervisor.
- 6.1.7 **Release Time** – the Grievant, the Grievant’s Representative (if an employee of the employer) and any witnesses shall be provided release time including reasonable travel time, if required, to be present at any formal hearing conducted pursuant to the Grievance process.
- 6.1.8 **Representative** – someone selected by the Grievant to be present and represent the Grievant’s interest at each step of the formal Grievance procedure. The representative cannot be employed by or be a representative of an association other than the exclusive bargaining unit (CTA) and shall be selected from the officers of the unit, the site representative, the grievance committee member, the assigned CTA field representative or the CTA attorney.
- 6.1.9 **Witness** – someone requested by the Grievant, the Grievant’s Representative or the administration to be present for purposes of giving testimony regarding the Grievance at any step of the Grievance procedure beyond the informal resolution level.
- 6.1.10 **Working Day** – any day, or part day, the County Schools Office is open for business and is designated by the Employer as a work day for Unit Members.

## 6.2 **INFORMAL RESOLUTION**

- 6.2.1 A Unit Member who believes he/she has a Grievance may request a meeting with his/her Immediate Supervisor to orally present the Grievance or go directly to Formal Grievance, Step 1 (6.3). Said request shall be made within ten (10) working days after the Grievant knew, or reasonably should have known, of the circumstances which form the basis of the Grievance. Failure to do so shall render



the Grievance null and void for the purpose of proceeding to the Formal Grievance stage of this procedure.

- 6.2.2 The Immediate Supervisor shall, within three (3) working days, arrange a time and place to meet during a working day for purposes of hearing the Grievance. The Immediate Supervisor shall record all of the pertinent facts and review them with the Grievant to ensure agreement on the circumstances surrounding the Grievance.
- 6.2.3 Within five (5) working days of the conference with the Grievant, the Immediate Supervisor shall meet with the Grievant and give an oral decision regarding the Grievance.
- 6.2.4 If the Grievant is not reasonably satisfied with the oral decision of the Immediate Supervisor, the Grievant may, within five (5) working days, proceed with the filing of a Formal Grievance.

### 6.3 **FORMAL GRIEVANCE, STEP 1**

- 6.3.1 The Grievant shall submit the Grievance Form to the Grievant's Director/Administrator/Assistant and/or Deputy Superintendent. The form shall be legible and complete, including names, dates, places and circumstances necessary for a complete understanding of the Grievance. Pertinent attachments may be made as warranted.
- 6.3.2 The Director/Administrator/Assistant and/or Deputy Superintendent shall have five (5) working days to complete an investigation of the issues involved and arrange for a formal hearing of the Grievance. The investigation may include informal conferencing with the Grievant and the Supervisor, individually or collectively, and/or other steps necessary to ascertain the facts relating to the Grievance.
- 6.3.3 Within three (3) working days of the formal hearing, the Director/Administrator/Assistant and/or Deputy Superintendent shall provide the Grievant with a written decision.

6.3.4 The Grievant shall have three (3) working days from the receipt of the Director/Administrator/Assistant and/or Deputy Superintendent's decision to proceed to Step 2.

**6.4 APPEAL TO DEPUTY SUPERINTENDENT, STEP 2**

6.4.1 Upon receipt of Formal Grievance, Step 2 form, the appropriate Deputy Superintendent shall have five (5) working days to conduct an investigation of the issues and circumstances and arrange a formal hearing.

6.4.2 Within three (3) working days of the formal hearing, the Deputy Superintendent shall provide the Grievant with a written decision.

6.4.3 The Grievant shall have three (3) working days from receipt of the Deputy Superintendent's decision to either proceed to non-binding advisory arbitration or proceed directly to Step 3.

**6.5 ADVISORY ARBITRATION**

6.5.1 The Arbitrator's decision shall be advisory and he/she shall be selected and governed by the following:

6.5.1.1 The California Conciliation Service shall be requested to furnish a list of Arbitrators who are knowledgeable in public elementary and secondary education. The Arbitrator shall be selected by alternately striking from the list until one name remains. The order of striking shall be determined by lot. The appointed member shall serve as the Arbitrator who shall consider only those issues, which have been properly processed through all prior applicable steps of this procedure.

6.5.1.2 The Arbitrator shall provide both the Employer's representative and the Employee, or the Employee's representative, a reasonable opportunity to present witnesses, evidence, and arguments. The rules of conduct for said presentations shall be determined by rules established by the American Arbitration Association's Streamlined Labor Arbitration rules.

6.5.1.3 The jurisdiction of the Advisory Arbitrator shall be confined to a determination of the relevant facts and interpretations of the provisions of this Agreement. The Arbitrator may recommend remedies, including financial reimbursement, as part of his/her advisory decision.

6.5.2 The Association and the employer shall equally share the Arbitrator's fee, per diem and travel expenses. In the event either party orders a transcript of the proceedings, the party shall pay the entire cost of the transcript. If both parties desire a copy of the proceedings, one of them shall order a copy and furnish the other with a photocopy. The parties shall equally share the cost of a report and the cost of one photocopy.

**6.6 APPEAL TO SUPERINTENDENT, STEP 3**

6.6.1 Upon receipt of Formal Grievance, Step 3 form, the Superintendent shall have ten (10) working days to conduct an investigation of the issues and circumstances and arrange a formal hearing.

6.6.2 Within five (5) working days of the formal hearing, the Superintendent shall provide the Grievant with a written decision. Said decision shall be final except as provided herein below.

6.6.3 In the event the Grievant is not satisfied with the decision of the Superintendent, the Grievant may file suit in a court of competent jurisdiction.

**6.7 OTHER PROVISIONS**

6.7.1 Should the Supervisor, Director/Administrator/Assistant Superintendent, or Deputy Superintendent fail to comply with the provisions of this Article, the Grievant shall be authorized to pursue the next step of the Grievance procedure.

6.7.2 Should the Grievant fail to pursue the Grievance to the next step within the specified period of time, the decision rendered shall be considered final.

6.7.3 The time period specified for administrative or Grievant response at any step of this procedure may be extended for a defined period by mutual agreement between the

Grievant and the appropriate administrator. Agreement to extend time shall not be unreasonably withheld.

## ARTICLE 7

### PROCEDURES FOR EVALUATION OF PERFORMANCE

#### 7.0 PROCEDURES FOR EVALUATION OF PERFORMANCE

##### 7.1 PURPOSE OF EVALUATION

7.1.1 It is recognized that a system of periodic evaluation is essential to assist Unit Members in developing competency and realizing their potential. It is further recognized that information gathered through such a system will enable decisions to measure a Unit Member's performance in a just and equitable manner.

7.1.2 The evaluation procedure is a cooperative process designed to:

- a. Promote the achievement of goals and objectives of the County Office and its programs through the assessment and evaluation of the staff that perform within that program;
- b. Provide a formal method of recognizing staff achievement and growth;
- c. Identify abilities and specific indicators most critical to support job performance and provide needed activities for staff development;
- d. Develop suggestions and direction regarding desired performance and improvement;
- e. Increase the employee's understanding of performance from the supervisor's viewpoint; and
- f. Provide a process of two-way communication to evaluate job performance.

##### 7.2 EVALUATION INSTRUMENTS

7.2.1 The evaluation instruments shall contain the following Employer generated forms:

- a. Intent to Evaluate Form(s)
- b. Observation Form(s)
- c. Certificated Evaluation Form(s)

### 7.3 **FREQUENCY**

- 7.3.1 Probationary/Temporary Unit Members shall be evaluated each school year.
- 7.3.2 Regular/Permanent (non-tenured and tenured) Unit Members with more than two years of service shall be evaluated every school year unless either party shall make a request for a more frequent evaluation.
- 7.3.3 Unit Members with Regular/Permanent (non-tenured and tenured) status who have been employed with the County Office for at least ten (10) complete consecutive school years and are highly qualified under No Child Left Behind, if required by their assignment and, whose two most recent evaluations are rated "Successfully Achieves Standards," then, by mutual consent, the Employee may be evaluated every four (4) years.
- 7.3.4 If a Unit Member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

### 7.4 **NOTIFICATION**

- 7.4.1 Unit Members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their Evaluator no later than November 1 of the year in which the evaluation is to take place.
- 7.4.2 The Unit Member being evaluated and the Evaluator will complete the Intent to Evaluate form no later than November 1 to discuss:
  - a. Professional goal(s) and objective(s) for the upcoming evaluation period;
  - b. Standard(s) to be achieved during the evaluation period;
  - c. Schedule of formal observation(s) and final evaluation dates.
- 7.4.3 The Unit Member shall have the right to identify any factors, which the Unit Member believes may inhibit his/her ability to meet the objectives and standards established.

7.4.4 The Unit Member's evaluator shall be his/her Immediate Supervisor in the FCOE program.

**7.5 EVALUATION REQUIREMENTS**

7.5.1 Formal observations shall last at least thirty (30) minutes; shall be made known to the Unit Member at least two (2) working days prior to their occurrence; shall be followed by a conference with written feedback within five (5) working days of the observation.

7.5.1.1 Probationary employees shall have no less than three (3) formal observations with one of those observations occurring by the close of the first semester.

7.5.1.2 Regular/Permanent employees shall have no less than two (2) formal observations. In cases where the Regular/Permanent Unit Member successfully achieves all standards, and by mutual consent of both Unit Member and the Evaluator, the number of observations may be reduced to one (1).

7.5.2 A Unit Member who receives a negative formal observation shall, upon request, be entitled to additional observations, observation conferences and written feedback as prescribed above.

7.5.3 In the case of a negative observation(s)/evaluation, the Evaluator shall take positive action to assist the Unit Member in correcting any cited deficiencies.

7.5.4 A negative observation may contribute in a Unit Member being denied permanent status.

7.5.5 The evaluation conference shall be held no later than May 1.

7.5.6 The Evaluator's role to assist the Unit Member shall include, but not be limited to the following:

- a. Specific recommendation for improvement;
- b. County Office of Education assistance to implement such recommendation; and

- c. Provision of available resources, without cost to the Unit Member, to be utilized to assist with improvements.

7.5.7 In reference to Regular/Permanent employees, in preparing the final evaluation form for placement in the Unit Member's personnel file, the Evaluator shall rely primarily upon data collected through observations and evaluation conferences. Any deficiencies that have been brought to the attention of the Unit Member, and subsequently corrected, or demonstrated notable progress, may not be included in the final evaluation form. Unsubstantiated statements shall not be included in the evaluation.

## 7.6 **APPEAL OF EVALUATION**

7.6.1 If the Evaluatee feels the evaluation is incorrect or inaccurate, the Evaluatee may appeal as follows:

- a. The Evaluatee shall have ten (10) working days from the date of the evaluation conference within which to file a written rebuttal with Human Resources and the Evaluator. The written rebuttal will be attached to the evaluation instrument for placement in the personnel file.
- b. Within the same ten (10) working day period, the Evaluatee may request a three party conference with the Evaluator's supervisor (Evaluatee, Evaluator, and next level administrator). The completion of this conference ends the appeal process.

## 7.7 **OTHER PROVISIONS**

7.7.1 A Unit Member shall not be evaluated on or held accountable for any deficiency of the educational program over which the Unit Member has no authority or ability to correct.

7.7.2 Unit Members shall not be required to participate in the evaluation(s) and/or observation(s) of other Unit Members, except as provided for in the Peer Assistance and Coaching (PAC) article of this Agreement.

7.7.3 The evaluation of a Unit Member, pursuant to this article, shall not be based on the personal life or lifestyle of a Unit Member or their personal opinion.



7.7.4 An Association representative may be present at conferences described in this Article. They may attend as observers. Should the Unit Member choose to have an Association representative present, they must notify the Evaluator at least two (2) working days prior to the evaluation conference.

## ARTICLE 8

### PERSONNEL FILES E.C. 44031

#### **8.0 PERSONNEL FILES E.C. 44031**

- 8.1 A Unit Member shall have the right to inspect any materials in his/her personnel file, which may serve as a basis for affecting the status of his/her employment subject to the following:
- 8.1.1 Such materials available for inspection by the Unit Member shall not include ratings, reports or records obtained prior to the Unit Member's employment by the Employer, materials prepared by an identifiable examination committee, or information obtained in connection with a promotional or advancement examination.
  - 8.1.2 The Unit Member's right to inspect the materials in his/her personnel file or as a representative for another Unit Member, with the written permission of the Unit Member, shall be restricted to those times the Unit Member or representative is not required to render service to the County Office and shall be during normal business hours of the Human Resources Office.
  - 8.1.3 Unit Members may request of the Employer the removal of derogatory materials over three (3) years old and in accordance with Title 5, 16023.
  - 8.1.4 Information of a derogatory nature, except those mentioned in the second paragraph of this Article, shall not be entered or filed unless or until the Unit Member is given a copy of the material and an opportunity to review and comment thereon. Such review shall take place by mutual agreement with the employer, or his designee, during normal business hours and the Unit Member shall be released from duty for the purpose without salary deduction. In the event the above stated procedure is not followed, such information shall not be allowed as evidence in any disciplinary action against the Unit Member or used by the Employer in any grievance filed by the Unit Member.

- 8.1.5 A Unit Member may have a representative present when he/she inspects his/her personnel file. Upon written authorization by the Unit Member and prior notification to the Human Resources Office, a representative of the Association shall be permitted to examine or obtain copies of materials, which are not of a restricted nature.
- 8.1.6 Access to a Unit Member's personnel file shall be limited to the Employer, or his/her designee, on a need to know basis. The contents of all personnel files shall be kept in the strictest confidence.
- 8.1.7 The Fresno County Office of Education shall maintain the Unit Member's files at the Employer's central office. Any files kept by the Unit Member's Immediate Administrator shall not contain information deemed detrimental to the welfare of the Unit Member involved.
- 8.1.8 Complaints, charges or allegations which are placed in the unit member's file, shall be removed upon being proven untrue.

## ARTICLE 9

### VACANCY/TRANSFERS/REASSIGNMENT

#### 9.0 VACANCY/TRANSFERS/REASSIGNMENT

##### 9.1 DEFINITIONS

9.1.1 Vacancy: The term “vacancy” shall be defined as an opening, which remains funded, resulting from the resignation, retirement, death, promotion, or termination of an employee, or the creation of a “new position.”

9.1.2 Transfer/Reassignment: A transfer/reassignment refers to any action by the Employer which results in the movement of a Unit Member from the position held immediately preceding such action to a position under a different Immediate Supervisor. A transfer/reassignment may be Unit Member initiated (voluntary) or employer initiated (involuntary).

a. Voluntary transfer/reassignment – Initiated by either the Employee or the Employer with the consent of the Employee.

b. Involuntary transfer/reassignment – Initiated by the Employer without the consent of the Employee.

##### 9.2 TRANSFERS/REASSIGNMENT CRITERIA

Whenever a transfer/reassignment is being considered, voluntary or involuntary, the request will be reviewed and assessed by administration based on the following:

- The legitimate needs of the Employer, which shall not be determined arbitrarily or capriciously;
- Credentials to perform the required service;
- Highly qualified under No Child Left Behind in assignment;
- Skills, talents, or experiences unique to the transferee;
- Previous written evaluations, teaching performance and relationships with personnel and agencies; and
- Unit Member preference and seniority.

### 9.3 **VOLUNTARY TRANSFERS/REASSIGNMENTS**

- 9.3.1 Voluntary transfers/reassignments will be given due consideration based exclusively on the legitimate educational needs of the County Office and shall not be denied arbitrarily, capriciously, or without a basis in educational need.
- 9.3.2 Unit Members may initiate their own transfer/reassignment by submitting an Employer generated transfer/reassignment request form to the Human Resources Department.
- 9.3.3 The transfer/reassignment request form may be submitted in response to a particular opening that has been posted in the County Office or for purposes of receiving consideration for vacancies as they occur.
- 9.3.4 All transfer/reassignment request forms received shall be kept on file **electronically or hard copy** in the Human Resources Department until June 1 of each school year.
- 9.3.5 Current employees who have applied and are qualified for a vacant position will be considered for the position prior to the employment of anyone outside the County Office.
- 9.3.6 No voluntary transfer/reassignment shall be granted which will displace or result in the termination of another Unit Member.
- 9.3.7 A Unit Member may request a meeting with their supervisor and the Administrator of Human Resources or his/her designee should they not receive a requested voluntary transfer/reassignment.

### 9.4 **INVOLUNTARY TRANSFERS/REASSIGNMENTS**

- 9.4.1 Involuntary transfers/reassignments shall be based exclusively on the legitimate educational needs of the County Office and shall not be made arbitrarily, capriciously, or without a basis in educational need.
- 9.4.2 Involuntary transfer/reassignments may be made for the following reasons:
  - a. Vacancy;
  - b. Fluctuations in pupil enrollment;

- c. Placement of personnel commencing or returning from leaves;
- d. Opening and closing of schools, classes or programs;
- e. Improvement of instructional program, operations of the organization, and/or staffing requirements such as teaching experience, specialized skills and talents, male-female and ethnic balances; and/or
- f. Incompatibility and/or improvement of performance.

9.4.3 Unit Members shall not be involuntarily transferred/reassigned more than one (1) time every two (2) years except in those instances where a demonstrated need exists as described above.

9.4.4 Transfers/reassignments for reasons of incompatibility or improvement of performance shall not occur unless there exists proper documentation evidencing the need for the involuntary transfer/reassignment or the evaluation process has been followed and the employee/supervisor conferences have been held in an attempt to resolve the problems.

9.4.5 Unit Members transferred/reassigned involuntarily after September 1 shall be provided reasonable release time with a substitute and appropriate assistance for the transition.

9.4.6 An involuntary transfer/reassignment shall not result in the loss of compensation, seniority, or any fringe benefits to the Unit Member transferred/reassigned.

## 9.5 **ANNOUNCEMENT OF VACANCIES**

9.5.1 All vacancy notices or certificated bargaining Unit Member positions shall be posted and distributed as follows:

- a. Human Resources shall post all vacancy notices on the EDJOIN and FCOE web sites. Such notices shall include the position description, program, job title, credentials requirement(s) and a closing date for application. The closing date shall be not less than seven (7) working days following the initial date of posting.
- b. Human Resources shall notify all Department Heads and Unit Members of the posting of vacancy notice via County Office mail.

9.5.2 All Unit Members meeting the job specifications as announced, who complete the transfer/reassignment request form, shall be considered for the position; however, the final selection shall be in the sole discretion of the Employer.

**9.6 CONVENTIONAL SCHOOL YEAR ASSIGNMENTS**

Except for non-students duty days, employees who are assigned to work at schools or other facilities that operate on a “conventional school year” schedule (e.g. August or early September through mid-June) shall work during the same period as that school’s certificated employees, beginning no earlier than the first day on which teachers employed by that school district are required to commence work for the school year, and ending no later than the last day on which certificated employees assigned to that school are required to work. Special Education employees who work in regionalized programs that serve multiple districts with different school calendars may have a schedule designed over a calendar year rather than a school year. Such employees include the Infant/Toddler, Low Incidence, Adapted Physical Education, Credentialed School Nurses and Speech Programs.

**9.7 YEAR-ROUND ASSIGNMENTS**

- a. Each employee who is assigned to work at a year-round school, on a year-round schedule, shall be notified by the Superintendent or designee no later than July 15 of each year, or as soon thereafter as the Superintendent or designee is provided with the relevant school district calendar, of the starting and ending dates of his/her assignment for the school year and the periods during which he/she shall be unassigned.
- b. Each employee shall remain on the schedule to which he/she is assigned throughout the school year, unless a change of assignment is necessitated by one or more of the circumstances listed in Paragraph C below.
- c. Circumstances justifying a change in assignment during the school year:
  1. Enrollment fluctuation;
  2. Decision by a school district to change scope and services of the program;
  3. Changes in school district transportation that lead to a change in student enrollment;

4. Lack of facilities at local schools;
  5. Lack of properly credentialed speech specialists needed after assignments have been made.
- d. In the event that the school to which a Migrant or Special Education employee is assigned is designated for conversion from a conventional school calendar to a year-round calendar for the next school year, the employee may elect, for the first year of conversion, to either work a year-round calendar or a conventional calendar schedule. In some cases, the employee's election to remain on a conventional schedule may result in an assignment of the employee to a school on a conventional calendar. In those instances where a Special Education employee serving severely disabled students works a conventional schedule, but at a year-round school, assignments to provide special education services at such a school during the period mid-June to mid to late August shall be made in accordance with the procedure in Paragraph 9.7 above.

## 9.8 OTHER PROVISIONS

- 9.8.1 Each vacancy announcement to existing personnel shall designate the vacancy as one with either a conventional school year calendar position or as a year-round school position. Each announcement assigned to a year-round school shall, to the extent possible, indicate the starting and ending dates for the position.
- 9.8.2 Employees wishing to transfer from a school operating on a conventional school year schedule to a school operating on a year-round schedule, or from a school operating on a year-round schedule to one operating on a conventional school year schedule, shall apply for open positions under the procedures described in Article 9 of this Agreement.
- 9.8.3 Each new employee shall be informed, by August 15 and at least five (5) days prior to the employee's first day of duty, whether the position being offered is at a school following a conventional school year calendar, or at a school that operates year-round. Each new employee who is offered a position at a school that operates year-round and by tracks shall be assigned to a specific track as soon as practicable after the track assignment is known.



## ARTICLE 10

### HOURS AND WORK YEAR

#### 10.0 HOURS AND WORK YEAR

##### 10.1 HOURS

- 10.1.1 The Employer recognizes that the varying nature of a Unit Member's day-to-day professional responsibilities does not lend itself to an instructional day of rigidly established length. Unit Members who are regular classroom teachers are generally expected to be at an assigned location and responsible for instructional and other assigned duties thirty (30) minutes prior to their class. The basic instructional day for members of this unit shall be six (6) hours and forty-five (45) minutes, not including lunch.
- 10.1.2 In addition to the above times, Unit Members are responsible for their instructional day duties, which include assignments, employer meetings, special help to student(s), student supervision, and other assignments, which are determined by management to be necessary for the efficient functioning of the County Superintendent of Schools Office.
- 10.1.3 In addition to Employer meetings as specified in sub-section 10.1.2, regularly scheduled meetings shall be held between the flexible work hours of 7:30 a.m. and 5:00 p.m. with attendance being mandatory. Such meetings shall be scheduled in advance and a calendar shall be disseminated to applicable staff members. No more than twelve (12) meetings beyond the assigned instructional day shall be held during any school year, with two (2) of the twelve (12) reserved for unforeseen circumstances. There shall not be more than two (2) meetings held in any calendar month. Mandatory attendance at meetings is considered a vital professional responsibility. A Unit Member's failure to attend scheduled meetings, without adequate excuse, will result in disciplinary action pursuant to Article 24 and applicable Education Code provisions.
- 10.1.4 Unit Members will not be required to attend more than two per school year of the following: Back to School Night, Open House, Parent Advisory Committee,

English Language Advisory Committee (ELAC), and District English Language Advisory Committee (DELAC) meetings as mutually agreed upon by the Unit Member and Immediate Administrator.

10.1.5 Every effort will be made to maintain safety standards for all staff members during extra school or in-service activities. Additional instructional day duties shall be assigned on an equitable basis. Voluntary services over and beyond these are the choice of the Unit Member.

10.1.6 Except for unusual circumstances, notices of meeting and agendas shall be given to Unit Member at least three (3) days prior to such meetings.

10.1.7 At the conclusion of department meetings, the Association shall be given time to conduct Association business, distribute the contract, and explain Association services.

10.2 **WORK DAYS/YEAR**

10.2.1 Commencing with the 2009-2010 school year and every school year thereafter, the number of scheduled work days for Unit Member shall be 183 work days or as required for compliance with the applicable provisions of the Education Code.

10.2.2 For any days of service required in addition to those specified in 10.2.1 above, Unit Members will be compensated at his/her daily rate of pay; however, an employee who voluntarily attends an approved conference or event that includes non-duty days (e.g. Saturday or Sunday) will not be compensated for those days of attendance. The maximum number of duty days exclusive of holidays, may be extended by the Employer to match the school term duty days of the school to which the Unit Member is assigned.

10.2.3 Generally the instructional day will consist of the following:

<b><u>Function</u></b>	<b><u>Minutes</u></b>
Student Contact	330
Other/Breaks	45
Preparation Time	30
<b>Total Number of Minutes Equal</b>	<b>405</b>

The parties of this Agreement acknowledge that FCOE Certificated Employees may require some variance to the above.

10.2.4 Depending on the desire of the affected Unit Members and satisfactory arrangements with the Probation Department, for the employees of Court & Community Schools, the instructional day may be from 7:30a.m. to 3:45p.m. Other beginning and ending times may be established by mutual consent of a majority of the affected Unit Members and the Employer from time to time, not to exceed six (6) hours, forty five (45) minutes excluding lunch.

10.2.5 Pursuant to the Terms of the Agreement, Unit Members shall have a minimum of thirty (30) minutes duty free lunch period.

10.2.6 A Unit Member with a classroom assignment shall be provided a minimum of two (2) hours and thirty (30) minutes preparation time per week. Said preparation time shall be without direct supervision of students and shall be appropriate to the unit member's teaching location/site. The Unit Member's Supervisor, in collaboration with the Unit Member, shall establish the Unit Member's preparation periods.

### 10.3 **JOB SHARING**

10.3.1 Two (2) Unit Members who desire to share an assignment and upon written request, and with approval from the Employer, may share one County Office position. Each is to perform the duties of the position half time. In all cases, the following criterion must be met:

10.3.1.1 The position to be considered job-sharing is limited to full time day class assignments.

10.3.1.2 The County Office and educational program must benefit at least as much as with the previous arrangement.

10.3.1.3 Cost to the County Office may not exceed the cost for the position if job sharing was not utilized.

- 10.3.1.4 Position shall be requested through the Immediate Supervisor and would require approval of the Employer.
- 10.3.2 Job-sharing Unit Members receive appropriate credit toward salary movement, retirement, sick days, and fringe benefits.
  - 10.3.2.1 Credit toward step advancement in salary placement shall require two (2) years at 50% employment for one step of advancement.
  - 10.3.2.2 Both parties may prorate the fringe benefits and each pay the difference to complete full payment.
  - 10.3.2.3 Credit toward retirement shall be granted according to STRS standards.
- 10.3.3 If a participant is requesting and agrees to perform any duties beyond the contracted, he/she shall be given credit as in 10.3.3.
  - 10.3.3.1 If either of the two parties must be absent from work, the other may exchange a day within their 50% contract period or work at substitute rate of pay.
  - 10.3.3.2 Attendance at faculty or other County or school called meetings may be required. Employees attending during off times shall have hours credited as specified in Article 10.3.3.
- 10.3.4 Job-sharing Unit Members will be returned to full status the ensuing school year unless otherwise requested and mutually agreed upon.
- 10.3.5 In the event job-sharing positions are eliminated during an ensuing contract year, previous tenure and seniority rights of the Unit Member shall still apply.
- 10.3.6 A Unit Member who has gained tenure in a full time status and elects to reduce their workload to less than full time shall, upon their request to return to full time and the existence of an appropriate vacancy, be granted a full time position.

10.4 **EXTENDED SCHOOL YEAR (“ESY”)/SUMMER SCHOOL (“SS”)**

10.4.1 ESY/SS supplemental assignments are contingent upon funding and/or student enrollment. When ESY/SS sessions are offered, the positions will be filled as follows:

10.4.1.1 The Unit Member will be given first right of refusal to provide supplemental services when Unit Member complies with application process and deadline (EDJOIN) as established by the Employer and the Unit Member meets the program needs in the available classroom.

10.4.1.2 When application process and deadline are met, the Employer will fill the supplemental assignment based on the transfer/reassignment criteria as set forth in Article 9.2. When the application process and deadline are not met, the Employer will fill the supplemental assignment.

## **ARTICLE 11**

### **CLASS SIZE**

#### **11.0 CLASS SIZE**

- 11.1 Class size in all Special Education programs and other classes conducted by the Employer shall not exceed fifteen (15) students per class or the maximum number as provided by State law.
- 11.2 County jail classes shall not exceed thirty-five (35).
- 11.3 Class size in Court School Programs shall not exceed twenty (20). Class size will fluctuate based on the occupancy of the Court School facility.
- 11.4 The class size limitation for Community/Community Day Schools, only, shall not exceed nineteen (19) students of actual attendance per class per day. If more than nineteen (19) students attend a class on any given day, those students in excess of nineteen (19) will be referred by the teacher to the designated Administrator for appropriate action and assignment for that given day.
- 11.5 In no event shall class size or caseload exceed the legal limits as mandated in Education Code 56000 and following.

## ARTICLE 12

### LEAVES AND ABSENCES FROM DUTY PROVISIONS

#### 12.0 LEAVES AND ABSENCES FROM DUTY PROVISIONS

##### 12.1 GENERAL

The Employer shall grant Unit Members leaves of absences, with or without pay, subject to the provisions contained herein.

12.1.1 Said leave benefits are the sole leave benefits which are part of this collective agreement, and it is agreed that other leave benefits are not incorporated, either directly or implied, into this collective agreement, nor are such other leave benefits subject to the grievance procedure, Article VI.

##### 12.2 SICK LEAVE

12.2.1 A full time Unit Member shall be entitled to ten (10) days leave with pay for each school year for purposes of personal illness or injury. Said days are to be credited each year at the start of the new fiscal year. A Unit Member employed for less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duty relates to the number of hours for a full time Unit Member in a comparable position.

12.2.2 Sick leave may be used in no less than one quarter (1/4) hour increments, starting from the time the Unit Member fails to appear for service at his/her regular time or leaves his/her assigned place of service, exclusive of time outside the Unit Member's regular work day and lunch period.

12.2.3 Unused sick leave shall accumulate year to year. A Unit Member whose attendance record reflects total or partial leave docks and a possible pattern of abuse, including but not limited to, Monday/Friday absences, absences that extend holiday periods, excessive partial absences, and routine failure to work a full week as evidenced by excessive payroll docks that create an undue hardship on the department/program and/or have a negative impact on service delivery, shall be subject to disciplinary action, up to and including termination, and/or

disqualification of supplemental assignments. Supplemental assignments include, but are not limited to, extended school year, intersession, summer sessions, and adjunct classes.

12.2.4 Unit Members employed for summer school and/or extended sessions shall be credited an additional day of sick leave for each session which shall be cumulative. Days accumulated may be used during the regular school session, summer school, or extended session.

12.2.5 Upon exhaustion of all accumulated sick leave, a Unit Member who would otherwise qualify for sick leave under the provisions of this Article shall receive differential leave for up to a maximum of an additional five (5) calendar months. Differential sick leave shall be paid at not less than the difference between his/her pay and the amount paid a substitute at the lowest daily rate of substitute pay; or, if no substitute has been employed, the amount that would have been paid a substitute.

12.2.6 A Unit Member on differential sick leave which extends into a new fiscal year shall be eligible only for the unexpended days of the initial differential sick leave for the same illness or injury.

12.2.7 As required by the Family Medical Leave Act (FMLA) of 1996, employees on a paid differential sick leave (PDSL) will be notified at the beginning of a PDSL that the first twelve (12) weeks of a PDSL will be counted against the twelve (12) week FMLA leave entitlement noted in Article 12, Section 12.6.

12.2.8 The Employer or his/her administrative designee may require a Unit Member to provide proof of illness or injury when an Employee is absent three consecutive days or more or when a Unit Member's attendance reflects a possible pattern of abuse. Potential patterns of abuse include, but are not limited to, Monday/Friday absences, absences to extend holiday periods.

If the verification of illness or injury requires the services of a doctor, which the Unit Member would not otherwise have required, the employer, or his/her Administrative Designee, may designate the doctor and the Employer shall be liable for only the service fee necessary to procure said verification. If the Unit



Member has already made an appointment with, or is under the care of a doctor relating to the illness for which verification requested, the Employer shall incur no liability.

12.2.9 Sick leave which has been credited and used but not earned upon termination shall be repaid by deduction from final salary settlement. Said deduction shall be the rate of pay in force as of the date of termination.

12.2.10 A certificated employee may have his/her sick leave balance at a school district or another County Office of Education transferred to his/her sick leave balance accumulated pursuant to 12.2.1 provided:

- a. He/she was employed at said prior school agency within the state of California for at least one (1) school year; and
- b. He/she is employed as a certificated employee by the County Office within the school year succeeding that in which he/she terminated said prior employment.

12.2.11 All additional provisions for the application of this sick leave policy are detailed in E.C. 44977, 44978.

### 12.3 **CATASTROPHIC LEAVE**

12.3.1 The Bargaining Unit may provide information to the Superintendent to assist a Unit Member in their request for approval to allow donations of accrued sick leave to be used towards Catastrophic Leave for a Unit Member's long term illness or injury. For purposes of this section, "catastrophic" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time and whose personal illness or injury prevents them from performing the necessary functions of their job for a period of time that extends beyond all other leave available to the Unit Member. Upon approval, it is the responsibility of the Unit Member who is contributing leave to fill out the Employer generated "Sick Leave Donation Form" to initiate this action and deliver the form to the Human Resources Department. The Employer will then transfer the number of days authorized to the Unit Member in need. Transferred days from a Unit Member are lost to Unit Member whether the days are used or not by the receiving Unit

Member. A Unit Member cannot contribute catastrophic leave while in probationary status. In no case shall such leave extend beyond sixty (60) days of paid leave.

#### 12.4 PERSONAL NECESSITY LEAVE

12.4.1 Any days of sick leave, earned during the current school year, up to a maximum of ten (10) days per fiscal year may, upon written approval, be used in one quarter (1/4) hour increments by Unit Member for Personal Necessity leave when the personal necessity is one of the following:

12.4.2 Personal Necessity means a genuine emergency in a Unit Member's life or the life of an immediate family member that could not be reasonably foreseen and that requires immediate attention such as the following:

- a. When additional time is requested after "bereavement leave" has been exhausted or when the deceased is not an immediate family member, then Personal Necessity may be used.
- b. Accident – involving person or property.
- c. Court appearance – other than jury duty.
- d. Attend school activities defined as follows: any activity that is sponsored, supervised, or approved by the school (e.g. parent conferences, open house, school orientation and/or meeting called by the school).
- e. Any other genuine emergency in the Unit Member's personal life, or any pressing personal business that cannot reasonably be conducted after the Unit Member's normal working hours.

12.4.3 Two (2) confidential leave days per fiscal year under Personal Necessity, may be used by a Unit Member for confidential purposes determined by that Unit Member only and is to be requested by the regular leave request procedures.

12.4.4 Unit Members shall submit notification for Personal Necessity/Personal Necessity Confidential leave to their Immediate Supervisor at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible. In such an event, the Unit Member will, as soon as possible, notify

their supervisor of the circumstance and the need for Personal Necessity. No explanation/reason is required for Personal Necessity Confidential (PNC) leave.

12.4.5 Personal Necessity Confidential leave deductions shall be calculated in no less than one quarter (1/4) hour increments.

## 12.5 **PERSONAL LEAVES OF ABSENCE**

12.5.1 A Unit Member may be eligible for personal leave of absence, for a period not to exceed one (1) year, upon written application by the Unit Member, recommendation of the Unit Member's appropriate administrator, and approval of the Employer.

12.5.2 Said leave of absence shall be without pay. A Unit Member on leave of absence under this personal leave of absence section in excess of thirty (30) calendar days shall not, from the date the leave starts, accrue seniority, sick leave or other fringe benefits granted to regular Unit Members.

12.5.3 A Unit Member must submit a request for personal leave of absence a minimum of thirty (30) days in advance in order to provide a reasonable opportunity to find a substitute employee for the duration of the Unit Member's leave of absence, if required.

12.5.4 Failure by the Unit Member on personal leave of absence to return to duty or to have notified the Employer and have been granted an extension, at the expiration of the approved leave period may be considered abandonment of position and the Unit Member may be terminated for cause.

12.5.5 Upon receipt of the Unit Member's notification to return, the Unit Member shall be placed in a vacant position in the Unit Member's previous program.

12.5.6 A Unit Member desiring to return to duty prior to the expiration of the approved personal leave period shall provide the Employer with a written request to return, specifying the date of availability. Upon receipt of the request to return and the approval of the Employer, the Unit Member shall be placed in a vacant position in the Unit Member's area of credentialing.

**12.6 FAMILY MEDICAL LEAVE ACT (“FMLA”) AND CALIFORNIA FAMILY RIGHTS ACT (“CFRA”)**

12.6.1 Employees who have completed one (1) year consisting of at least 1,250 hours of service are eligible for family leave.

12.6.2 Family leave is unpaid leave. For unit members on family leave, the County Office will maintain the Unit Member’s health and welfare coverage under the group health and welfare plans, up to the legally required term. The County Office contribution for the health and welfare plans will be the same contribution that is made for Unit Members not on leave. However, should the Unit Member fail to return from the family leave, the cost of all health and welfare benefits will be reimbursed by the unit member to the employer. The employer may withhold any monies owed the Unit Member to satisfy the cost of health and welfare benefits owed to the Employer because of the Unit Member’s failure to return to work at the end of a family leave.

**12.6.3 REASONS FOR TAKING FAMILY LEAVE:**

- a. Care for the Unit Member’s child after birth, or placement for adoption or foster care.
- b. Care for the Unit Member’s spouse, son or daughter, or parent, who has a serious health condition.
- c. Due to the Unit Member’s own serious health condition that makes the Unit Member unable to perform the essential functions of his/her position.
- d. Because of any qualifying exigency arising out of the fact that the Unit Member’s spouse, child, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty).
- e. To care for a covered service member with a serious injury or illness if the Unit Member is the spouse, child, parent, or next of kin, as defined, of the service member.

#### 12.6.4 PROCEDURES FOR OBTAINING FAMILY LEAVE:

- a. The Unit Member ordinarily must provide thirty (30) days advance leave notice when the need for leave is foreseeable. Requests for family leave must be made in writing. Leave may be denied if requirements are not met.
- b. The Unit Member must provide the Employer with medical certification documenting the need for FMLA/CFRA leave.
- c. Length of leave may not exceed twelve (12) calendar weeks and will run concurrently with paid sick leave, paid differential sick leave and paid industrial illness and accident leave when the leave is due to the Unit Member's own serious health condition. However, CFRA leave will not run concurrently with pregnancy disability leave.
- d. Upon completion of FMLA/CFRA leave, Unit Members will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

#### 12.7 PREGNANCY DISABILITY LEAVE

12.7.1 In conformance with California Education Code Section 44965, any Bargaining Unit Member who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is a disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from. Verification of pregnancy from a doctor or medical facility may be required by the Employer.

12.7.2 Pregnancy disability leave shall become effective on a date to be determined by the Unit Member and her medical advisor. Said leave may include a reasonable recovery period following termination of the pregnancy.

12.7.3 A Unit Member may return to work the first regular working day following submission to the Employer of a certificate from the attending physician that the Unit Member is capable of resuming the duties of her position.

#### 12.8 MATERNITY/PATERNITY LEAVE

12.8.1 Upon request, the Employer may provide a Unit Member who is a natural or adopting parent a leave of absence for the purpose of maternity/paternity leave

in accordance with the FMLA/CFRA and Education Code Section 44977.5. A Unit Member shall notify the employer that he or she intends to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence or less if approved by the Employer.

## 12.9 **BEREAVEMENT LEAVE**

12.9.1 Upon request, a Unit Member shall be granted bereavement leave for the death of the Unit Member's immediate family.

12.9.2 As per Education Code 44985, members of the immediate family, as used in this section, means the mother, mother-in-law, father, father-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, step or foster relation of the employee or any relative living in the immediate household of the employee.

12.9.3 One day of bereavement leave may be used for attending the funeral of aunts and uncles.

12.9.4 Unit Members shall be granted necessary leave of absence, not to exceed four days, or five days if out-of-state travel is required, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this code. A Unit Member may take bereavement leave in one day increments, not to exceed four working days or five working days if out-of-state travel is required for any one bereavement occasion. The one day increments of bereavement leave need not be consecutive but must be taken within two calendar weeks of the first request for bereavement leave.

12.9.5 When additional time is requested after "bereavement leave" has been exhausted or when the deceased is not an immediate family member, then Personal Necessity may be used.

## **12.10 COURT APPEARANCES**

12.10.1 A Unit Member shall be paid when summoned to jury duty, while making a court appearance related to the work of the Fresno County School Office or when requested to make a material contribution (either as a witness or to file a formal deposition) to a criminal case. When summoned for jury duty, any compensations, other than mileage, meals, and parking, received for such duty shall be endorsed over to the employer. A Unit Member whose regular work shift commences at 4:00p.m. or later shall be relieved of duty with pay for any night in which the Unit Member was required to be in court six (6) or more hours during the day.

## **12.11 MILITARY LEAVE**

12.11.1 Military service leave shall be granted in accordance with Federal and State law upon written request to the Employer from the Unit Member involved. If a Unit Member enters the military service of the United States, he/she shall be given an indefinite leave of absence. He/she shall retain all rights of employment, and time spent in the military service shall be considered in computing years of service.

12.11.2 In the event a Unit Member enters the military service of the United States, the vacant position(s) and any position(s) created in the class of positions shall be deemed duration positions. Any person subsequently appointed to the class will be considered to have less credit for years of service than the Unit Member who left the position to enter military service. In the event a layoff is necessary, persons appointed to duration positions will be laid off first. A Unit Member returning from military services shall be reinstated in his/her former position or office provided application for reinstatement is made within six (6) months of separation from service, and the Unit Member is physically and mentally able to perform the duties required of his/her position or office.

## **12.12 SABBATICAL LEAVES**

12.12.1 Sabbatical leaves may be granted by the Employer to Unit Members where such leaves will improve the professional skills and knowledge of Unit Members.  
(E.C. 44966-44970)

12.12.2 Any Unit Member of the Employer may apply for a sabbatical leave provided that he/she meets the following conditions:

- a. He/she has spent at least seven (7) consecutive years as a regular full time certificated employee of the County Office.
- b. He/she has not taken a sabbatical within the previous seven year period.

12.12.3 Sabbatical leaves may be granted:

- a. For the full school year.
- b. For one semester of a school year.

A fully qualified replacement to perform the duties of the Unit Member must be available for the period of the leave.

12.12.4 Sabbatical leaves will only be granted for the purpose of full time graduate study or research. Such study or research must be related to the Unit Member's work assignment.

12.12.5 Application for sabbatical leave must be made to the Employer on the Sabbatical Leave Application Form. Application must be made prior to February 1, of the school year preceding the one for which the leave is requested and agree to file a written report.

12.12.6 All requests for sabbatical leave shall be reviewed by a Sabbatical Leave Committee. This committee shall be appointed by the Employer for three-year terms and shall consist of the following:

- a. One member of the Employer's Cabinet.
- b. Two department heads.
- c. Four Unit Members.

The committee shall evaluate applicants and recommend either "consideration warranted" or "not recommended this year." The evaluation shall be completed by March 1.



## 12.13 INDUSTRIAL ILLNESS AND ACCIDENT LEAVE

12.13.1 A Unit Member shall be granted leave with pay, for a period not to exceed sixty (60) working days, in any fiscal year, for the same illness or accident resulting from or out of employment in the County Schools Office.

12.13.2 Such leave shall not accumulate from year-to year. When an industrial accident or illness occurs at a time when the full sixty (60) working days' leave will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred for the same illness or accident.

12.13.3 Payment by the County Schools Office for wages lost on any day shall not, when added to an award granted the Unit Member under Workers' Compensation Law of the State of California, exceed the Unit Member's normal wage for the day.

12.13.4 Leave under this section shall commence on the first day of absence and will be reduced by one day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

12.13.5 Leave under this section shall be used in lieu of entitlement acquired under Section 12.2 (sick leave). When leave under this section has been exhausted, entitlement to sick leave, and sick leave differential shall be used.

12.13.6 During all paid leaves of absence, whether under this section, sick leave, compensated time off or other available leave, the Unit Member shall endorse to the County Schools Office wage loss benefit checks received under Workers' Compensation Laws of the State of California. The County Schools Office shall, in turn, issue the Unit Member appropriate warrants for the period of illness.

12.13.7 As required by the Family Medical Leave Act (FMLA) of 1996, employees on a Paid Industrial Illness or Accident Leave (PIIOAL) will be notified at the beginning of a PIIOAL that the first eight (8) weeks of a PIIOAL will be counted against the twelve (12) week FMLA leave entitlement noted in Article 12, Section 12.6.

## ARTICLE 13

### SAFETY

#### **13.0 SAFETY**

- 13.1 The Employer will provide a safe working environment for employees. The Employer will comply with the provisions of the California State Occupational Safety and Health Act (CALOSHA) regulations within the general industry and, where applicable, construction safety orders.
- 13.2 The Employer shall provide the necessary tools, equipment and training to permit bargaining Unit Members to perform their assigned duties in a safe manner.
- 13.3 Unit Members shall conform to and comply with all health, safety, and sanitation requirements imposed by state and federal law or regulations. Unit Members will not be required to work under unsafe conditions as identified by the employer, or perform tasks that endanger their health or safety.
- 13.4 It is the responsibility of the Unit Member to utilize the employer generated procedure(s) to report to his/her immediate supervisor(s) any condition(s) suspected of being unsafe. A copy of this report shall be immediately transmitted to the Illness and Injury Prevention Program (IIPP) Coordinator or his/her designee. The IIPP Coordinator or designee will investigate the condition and determine appropriate action.
- 13.5 No Unit Member shall be in any way discriminated against as a result of reporting any condition believed unsafe.
- 13.6 For purposes of safety and conducive working conditions, Unit Members are expected to maintain the highest levels of appropriate and professional attire in relation to their work/instructional setting.
- 13.7 For purposes of safeguarding FCOE facilities and equipment, enhancing personal safety, and conducive working conditions, Unit Members understand that, with the exception of classrooms or library settings, security cameras may be placed in or outside of FCOE facilities or in facilities where FCOE operates program. The camera system does not guarantee the protection of individuals from criminal or property-related crimes or

monitor unacceptable behavior; however, such crimes or behavior if captured may be used as evidence.

## ARTICLE 14

### MILEAGE/TIME REIMBURSEMENT (IN COUNTY)

#### 14.0 MILEAGE/TIME REIMBURSEMENT (IN COUNTY)

##### 14.1 DEFINITIONS:

For purposes of the Article (Mileage), the following terms are defined as:

- a. **Classroom Teacher Unit Member:** Refers to those Unit Members who are assigned to the same school site on a daily basis.
- b. **Itinerant Unit Member:** Refers to those Unit Members assigned to multiple school sites on a regular basis. Examples include: Speech Language Pathologists, Deaf & Hard of Hearing Specialists, Visually Impaired Specialists, and Credentialed School Nurses. Itinerant Unit Members are required to provide their own vehicle as a condition of employment, and are reimbursed for travel between school sites.

##### 14.2 MILEAGE REIMBURSEMENT - TRAVEL TO AND FROM REMOTE WORK SITES (CLASSROOM TEACHER UNIT MEMBER)

14.2.1 Unit Members necessarily assigned and/or required to travel to and from a remote work site more than twelve (12) miles one-way from the employee's home or the Fresno County Office of Education ("FCOE") main building, 1111 Van Ness, Fresno, California, 93721, whichever is less, shall be reimbursed for mileage starting with the first mile.

14.2.2 Mileage reimbursement for remote site travel shall be paid at the IRS established rate through Accounts Payable.

14.2.3 Unit Members shall document the exact mileage from home or FCOE, whichever is less, in order to receive a mileage reimbursement to and from the remote work site.

##### 14.3 MILEAGE REIMBURSEMENT - TRAVEL TO REMOTE AND MULTIPLE WORK SITES (ITINERANT UNIT MEMBER)

14.3.1 Unit Members required to travel to a remote work site more than twelve (12) miles one-way from the Employee's home or the Fresno County Office of

Education ("FCOE") main building, 1111 Van Ness, Fresno, California, 93721, whichever is less, shall be reimbursed for mileage starting with the first mile.

14.3.2 Unit Members shall be reimbursed from their last work site back to the FCOE main building, 1111 Van Ness, Fresno, California, 93721, or Employee's home, whichever is less.

14.3.3 Unit Members shall document the exact mileage from home or FCOE, whichever is less, in order to receive a mileage reimbursement to the remote work site.

14.3.4 Mileage reimbursement for remote site travel and/or between site travel shall be paid at the IRS established rate through Accounts Payable.

**14.4 MILEAGE REIMBURSEMENT – TRAVEL BETWEEN WORK SITES**

14.4.1 Mileage reimbursement shall be paid to Unit Members who are required by the Employer, or his/her designee, to travel from one work site to another work site, at a different work location, in the course of their daily work assignment, or as required to attend workshops and/or meetings.

14.4.2 Mileage reimbursement shall be paid at the IRS established rate through Accounts Payable.

14.4.3 Unit Members shall document the exact mileage from one assigned school site to another as specified by the Employer or his/her designee in order to receive a mileage reimbursement. Pre-approved miles driven will be reimbursed.

**14.5 TIME REIMBURSEMENT**

14.5.1 Unit Members assigned to remote locations that reasonably requires a driving time of more than forty-five (45) minutes, one way from the Employee's home or the Fresno County Office of Education ("FCOE") main building, 1111 Van Ness, Fresno, California, 93721, whichever is closer to the job site, are entitled to compensating time off, at straight time rate, for each minute the unit member is required to travel in excess of forty-five (45) minutes to the initial job site and from the final job site.

14.5.2 The Unit Member and their Immediate Supervisor shall agree in advance to the compensatory time off to be accrued.

14.5.3 Approval must be obtained from the Immediate Supervisor prior to the usage of accrued time. Accrued time is to be expended in hourly increments and must be used within the Unit Member's scheduled instructional work year beginning with the fall semester and ending the following June 30. Accrued time cannot be converted to paid time.

## ARTICLE 15

### EMPLOYEE HEALTH AND WELFARE BENEFITS

#### **15.0 EMPLOYEE HEALTH AND WELFARE BENEFITS**

##### **15.1 COVERAGE**

15.1.1 The Employer shall provide the Unit Members with health and welfare benefits subject to limitation in 15.1.3. These benefits include:

- a. Medical (Unit Member, spouse, and eligible dependents up to age 26)
- b. Prescription Drugs
- c. Dental (Unit Member, spouse, and eligible dependents up to age 26)
- d. Vision (Unit Member, spouse, and eligible dependents up to age 26)
- e. Life (\$50,000 Unit Member only)

15.1.2 The health and welfare benefits shall be for the Unit Member, spouse, and eligible dependents up to age 26. The Employer will only provide access to an employer sponsored medical plan of minimum essential value for the employee and eligible dependent children to age 26 in accordance with the employer mandate under the Patient Protection and Affordable Care Act as set forth in subsection 15.2.1.

##### **15.2 ELIGIBILITY**

15.2.1 Unit Members whose regularly assigned position is equal to or more than the annual hours of 60 percent of a full-time equivalent (183 duty days) which equates to 741.15 hours (6.75 x 109.8 days) shall be eligible for the benefits as described in subsection 15.1.1.

15.2.2 Unit Members whose regularly assigned position is less than the annual hours of 60 percent of a full-time equivalent (183 duty days) which equates to 741.15 hours (6.75 hours x 109.8 days) shall only be eligible for the medical plan of minimum essential value for the Employee and eligible dependent children to age 26 as designated by the Employer as the Anchor Bronze Plan with no employer contribution. The full cost of this plan will be the Unit Member's responsibility.

Premiums must be paid 12 times per year, as specified by the Employer, and cannot be deducted from payroll or paid on a pre-tax basis.

15.2.3 A Unit Member on an unpaid leave of absence may have the option to continue to receive the Employer's insurance coverage through COBRA for the period of the approved leave, not to exceed one (1) calendar year.

15.2.4 Unit Members may participate in the tax sheltered annuity of their choice from programs available through the Employer, with the Employer providing payroll deduction for this purpose.

### 15.3 **PAYMENT OF PREMIUM**

15.3.1 The Employer's maximum contribution toward all employee health and welfare benefits noted in 15.1.2 above, and those eligible based on the assignment as stated in subsection 15.2.1 shall not exceed one thousand, one hundred and twelve dollars and fifty cents (\$1,112.50) per month for a total of thirteen thousand, three hundred and fifty dollars (\$13,350.00) annually ( $\$1,112.50 \times 12 = \$13,350.00$  annually).

15.3.2 For Employee's eligible for employee medical benefits under subsection 15.2.2, the full cost of the Anchor Bronze Plan will be the Unit Member's responsibility. Premiums must be paid twelve (12) times per year, as specified by the Employer, and cannot be deducted from payroll or paid on a pre-tax basis.

### 15.4 **DURATION OF BENEFITS**

15.4.1 If a Unit Member is terminated at any time as a result of just cause disciplinary action, as defined in the Employer's Regulation #4117.41, the Unit Member's coverage for health and welfare benefits shall cease as of the last day of the month in which the Unit Member was terminated.

15.4.2 If a Unit Member's resignation effective date is on or after the last working day of the school year, the Unit Member may elect to have the Unit Member's health and welfare benefits extended through September 30 of the new school year or until the last day of the month in which the Unit Member is eligible for health and welfare benefits with another employer, whichever is first.



15.4.3 Upon submission and the Employer's acceptance of a Unit Member's resignation, the Unit Member will be provided a form by the Human Resources Department for the Unit Member to signify whether the Unit Member elects to have the benefits extension specified in Paragraph two (2) herein above. If the Unit Member elects to have the benefits extension, a check or money order for the Unit Member's portion of premiums for the entire period of extension of benefits must accompany the form when it is returned. If a Unit Member becomes eligible for benefits coverage with another employer prior to the expiration of the extension of benefits, the Unit Member's portion of the premium(s) will be remitted to the Unit Member on a whole month basis only.

## 15.5 RETIREE BENEFITS

15.5.1 Upon retirement from the Fresno County Office of Education ("FCOE") a certificated retiree may purchase the Retiree Medical, Dental or Vision Plans offered by FCOE by paying a voluntary contribution in advance.

### 15.5.2 **Qualifications for Employer Contribution for Employees Retiring Prior to November 1, 2005.**

FCOE certificated employees retiring prior to November 1, 2005 may be eligible for an employer contribution toward the Retiree Medical, Dental or Vision Plans, if at their retirement date, the employee has met the following criteria:

- a. Is at least 55 years of age;
- b. Has been employed by the FCOE for ten (10) consecutive years or more.

Employer agrees to contribute ten dollars (\$10.00) per month toward the benefit program for retirees who desire to continue the medical group program in which all Unit Members participate.

### 15.5.3 **Qualifications for Employer Contribution for Employees Retiring on or After November 1, 2005.**

FCOE certificated employees retiring on or after November 1, 2005 may be eligible for an employer contribution toward the Retiree Medical, Dental or Vision Plans, if at their retirement date the employee has met the following criteria:

- a. Must be at least fifty-eight (58) years old on or before date of retirement; and
- b. Must be employed by the FCOE a minimum of fifteen (15) continuous years of service in which the Unit Member was benefit eligible under subsection 15.2.1.

In addition, in order for a Unit Member to be eligible to receive the Employer retirement contributions as noted below, the Unit Member must submit a written letter stating their intent to retire. This written notification must be submitted to the Human Resources Department on or before June 1 preceding the fiscal year the Unit Member plans to retire.

**15.5.4 Retiree Benefits for Employees Retiring on or After November 1, 2005 Who Have Not Reached Age Sixty-Two (62) on the Date of Their Retirement.**

Qualified Employees who are retiring on or after November 1, 2005 that have met the required retirement criteria but have not reached the age of sixty-two (62) on the date of their retirement shall, on written request, receive a contribution of \$100.00 per month toward a benefit program beginning with the first month after their retirement and through the end of the month in which the retired Employee turns sixty-five (65), at which time the retired Employee will be eligible for Medicare and the one hundred dollars (\$100.00) per month Employer contribution will cease.

**15.5.5 Retiree Benefits for Employees Retiring on or After November 1, 2005 Who Are Between the Age of Sixty-Two (62) and Sixty-Five (65) on the Date of Their Retirement.**

Qualified employees who are retiring on or after November 1, 2005 that have attained the age of sixty-two (62) but have not reached the age of sixty-five (65) on the date of their retirement shall, on written request, receive the same contribution toward health benefits provided to active Employees up to a maximum period of three (3) years from the date of retirement or until the retired Employee reached the age of sixty-five (65), whichever occurs first. The FCOE shall pay the cost of such health coverage for the Employee and his/her dependents in the same proportion as a Unit Member on active service with the FCOE. Once the

qualified retiree turns sixty-five (65) they shall be entitled to receive a maximum contribution of two hundred and sixty dollars (\$260.00) per month toward the cost of the retiree's and his/her dependent's Medical, Dental and Vision Plans available through the FCOE or an alternative provider selected by the retiree.

**15.5.6 Retiree Benefits for Employees Retiring on or After November 1, 2005 Who Are at Least Sixty-Five (65) on the Date of Their Retirement.**

Qualified Employees who are retiring on or after November 1, 2005 who are age sixty-five (65) or older on the date of their retirement shall, upon written request, be entitled to the following benefit at the FCOE expense: A qualified retiree shall receive a maximum contribution of two hundred and forty dollars (\$240.00) per month toward the cost of the retiree's and his/her dependent's Medical, Dental and Vision Plans available through the FCOE or an alternative provider selected by the retiree.

**15.6 RETIREE CASH PAYMENT FOR BENEFITS**

**15.6.1 Cash Payments Towards the Cost of Retiree Benefits Paid by Retirees Who Retire on or After November 1, 2005.**

A qualified retiree who wishes to have a cash payment made directly to the retiree for the purpose of purchasing medical, dental or vision benefits outside the plans offered by FCOE may, upon written request to the Human Resources Department, receive a monthly check through FCOE's Accounts Payable.

15.6.2 However, as per Government Code Section 53202, retirees may only receive a cash payment to reimburse a retiree for benefits purchased by the retiree. This payment may not be paid in lieu of benefits purchased by the retiree.

15.6.3 In order to facilitate providing retiree employees with a cash benefit, paid by the retiree, the FCOE will, as authorized in Government Code Section 53202.2, require a proof of payment by the retiree toward a specific Medical, Dental or Vision benefit whose cost to the retiree equals or exceeds the district's payment to the retiree.

15.6.4 The proof of payment by the retiree will be provided to the Human Resources Department, with the first request for payment to the retiree, and annually thereafter between July 1 and July 15.

15.6.5 The Human Resources Department in turn will provide the FCOE Internal Finance Department with a proof of payment with the first payment to the retiree and annually thereafter between July 16 and July 31. This proof should reflect the amount of the monthly payment and a copy of the employee's proof of payment for a benefit whose cost exceeds the amount of the reimbursement provided the retirees per this contract.

15.6.6 Finally, these Accounts Payable payments will be considered a retiree benefit and not income; therefore, no 1099-R Form will be issued for these payments.

**15.7 MAXIMUM RETIREE BENEFIT**

15.7.1 Maximum FCOE cost of retiree benefits if the health and welfare cost paid for all CTA retirees exceeds five percent (5%) of the total cost of health and welfare benefits (e.g. medical, dental, or vision), paid for all active FCOE Employees in any plan year (October through September), a reduction in the total cost of benefits for CTA retirees will be implemented as noted below.

All certificated retirees will have a prorated reduction in their FCOE paid health and welfare benefits until the total cost of the benefits for all CTA retirees equals approximately five percent (5%) of the total cost of the health and welfare benefits for all active FCOE employees.

**15.8 CONTINUING COVERAGE FOR SURVIVING SPOUSES OF UNIT MEMBER RETIREES**

15.8.1 The County Superintendent of Schools shall permit the enrollment of certificated retiree's surviving spouses in the same Medical, Dental and Vision Plans offered eligible active Employees under Subsection 15.2. Surviving spouses of certificated retirees who elect coverage pursuant to this Article will be required to pay all premiums and other charges, including any increases in the rate of premiums and all costs incurred by County Superintendent of Schools in administering this Article.

- 15.8.2 This enrollment entitlement does not apply to either the new spouse upon the remarriage of a surviving spouse or the children of a certificated retiree.
- 15.8.3 The surviving spouse of a certificated retiree must enroll in the coverage provided by this article within thirty (30) days of losing County Office Medical, Dental and/or Vision coverage through the certificated retiree. If the surviving spouse does not enroll in a County Office Medical, Dental and/or Vision plan during this initial thirty (30) day enrollment period, the surviving spouse shall be prohibited from enrolling on a subsequent date.
- 15.8.4 This section shall permit enrollment into any County Office Medical, Dental and/or Vision plan offered to other retirees, only once. A surviving spouse of a certificated retiree who has been previously covered under this Article and has voluntarily terminated that coverage shall be prohibited from enrolling on a subsequent date.

## **ARTICLE 16**

### **SALARIES**

#### **16.0 SALARIES**

##### **16.1 GENERAL**

The 2015-2016 Salary Schedule shall be increased by three percent (3%) effective the start of the 2016-2017 regular school year at which time it shall be entitled the 2016-2017 Salary Schedule. The salary schedule (contract year) shall be for 183 days of service. The employer reserves the right to provide a portion of full increment to a salary base for additional pay, or special assignments.

##### **16.2 INITIAL SALARY PLACEMENT**

Initial placement will be determined by official transcripts and verifiable experience submitted at time of offer of employment. Only units or semester hours earned from an accredited university or college will be considered. Personnel entering employment after opening of school will be paid on a prorated basis after placement on the salary schedule.

##### **16.3 GROUP ADVANCEMENT**

16.3.1 To receive credit for group advancement, verified transcripts or course reports must be submitted to the Superintendent or designee and approved by September 1 of each year. A letter from a class instructor, on school letterhead, noting that an employee has completed and passed the course will be accepted in lieu of an official transcript before September 1. However, once an instructor's letter has been received, an official transcript must follow by no later than September 15 to receive a salary group advancement change.

16.3.2 Units earned at an accredited college and taken toward a higher degree, completing the requirements for a full credential, or related to one's employment responsibilities will be credited toward salary advancement if received and approved by September 1 of each year.

16.3.3 Lower division credits, unless prior approval is obtained from the Employer, will not be allowed.

16.3.4 Units for advancement on the salary schedule shall be governed as outlined above.

16.3.5 The Association President and the Administrator of Human Resources, or their designee(s) shall review all disputed requests for unit advancement as outlined above.

#### 16.4 **STEP ADVANCEMENT**

Unit Members shall be placed on the next step on the salary schedule effective at the beginning of each school year, providing they were hired on or before December 31 of the previous year. Employees hired January 1 or after, will not receive a step increase until the completion of one full school year. Unit Members employed less than full time shall receive salary advancement on a prorated basis.

#### 16.5 **LONGEVITY**

- A Unit Member, at the completion of ten (10) or more years of service with FCSS, of which ten (10) or more of those years are in a certificated position, shall receive one percent (1%) of their then base annual salary.
- A Unit Member, at the completion of fifteen (15) or more years of service with FCSS, of which ten (10) or more of those years are in a certificated position, shall receive two and one-half percent (2.5%) of their then base annual salary.
- A Unit Member, at the completion of twenty (20) or more years of service with FCSS, of which ten (10) or more of those years are in a certificated position, shall receive three and one-half (3.5%) of their then base annual salary.
- A Unit Member, at the completion of twenty-five (25) or more years of service with FCSS, of which ten (10) or more of those years are in a certificated position, shall receive four percent (4%) of their then base annual salary.
- A Unit Member, at the completion of thirty (30) or more years of service with FCSS, of which ten (10) or more of those years are in a certificated position, shall receive four and one-half percent (4.5%) of their then base annual salary.

**16.6 MASTER'S AND DOCTORATE ADDITIONAL PAY**

16.6.1 Full time Unit Members who hold a Master's Degree from a regionally accredited institution shall receive additional pay in the amount of six hundred dollars (\$600.00) annually. Unit Members employed less than full time shall receive their additional pay on a prorated basis.

16.6.2 Full time Unit Members who hold a Doctorate Degree from a regionally accredited institution shall receive additional pay in the amount of twelve hundred dollars (\$1,200.00) annually. Unit Members employed less than full time shall receive their enhancement on a prorated basis.

**16.7 SPECIAL EDUCATION ADDITIONAL PAY**

Unit Members employed in full time positions providing Special Education services shall receive an additional pay in the increments as follows:

- a. Temporary Permit, Internships and/or Waiver holders shall receive seven hundred and fifty dollars (\$750.00) annually; and
- b. Preliminary Credential holders shall receive one thousand five hundred dollars (\$1,500.00) annually; and
- c. Professional Clear/Life Credentials holders shall receive two thousand dollars (\$2,000.00) annually.

Unit Members employed less than full time shall receive their additional pay on a prorated basis.

**16.8 EXTENDED SCHOOL YEAR ("ESY") / SUMMER SCHOOL ("SS") SALARY PLACEMENT**

- a. Bargaining Unit Members assigned to the Special Education and Court & Community Schools programs for an ESY/SS session(s) shall be compensated at their current hourly rate of pay.
- b. Bargaining Unit Members assigned to the Migrant Education Program for an ESY/SS session(s) shall be compensated at an hourly rate of pay as established by the Employer.
- c. Non-bargaining Unit Members assigned to an FCOE program in a teaching position shall be compensated at an hourly rate of pay as established by the Employer.



16.9 **OTHER PROVISIONS**

It is expressly understood and agreed that the Salary Schedule(s) specified in Appendix A is predicated on compliance with the appropriate provisions of Education Code Sections 46200 through 46205 concerning additional funding for a longer work day and a longer work year. All Unit Members affected by the previous provisions expressly agree to comply with these provisions as a condition of employment without additional compensation except as otherwise provided in this Agreement.

## ARTICLE 17

### NEGOTIATION PROCEDURES

#### 17.0 NEGOTIATION PROCEDURES

- 17.1 No later than May 1, of the calendar year in which this Agreement expires, the Employer shall meet and negotiate in good faith with the Association on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 17.2 Both parties agree to comply with the public notice provisions adopted by Public Employees Relations Board (PERB). No later than April 1, of the year in which this Agreement expires, the Association shall present its initial proposal to the Employer.
- 17.3 If requested by the Association, the Employer shall furnish the Association with the placement of Unit Members on the respective salary schedules as of October 1 each year.
- 17.4 The Employer agrees to provide the Association with all necessary public documents concerning budget and related items as necessary for the Association to fulfill its role as exclusive bargaining representative.
- 17.5 The Association shall designate four (4) representatives and one (1) alternate who shall each receive a sufficient number of hours of released time without loss of compensation to negotiate. The alternate is entitled to attend any negotiation session whenever one of the four (4) representatives is unable to attend.
- 17.6 Negotiations shall take place at mutually agreeable times and places
- 17.7 The Employer and the Association may discharge their respective duties by means of authorized officers, individual representatives or committees.
- 17.8 Either party may utilize the services of outside consultants to assist in the negotiations.
- 17.9 No release time shall be granted for the bargaining unit ratification.

## ARTICLE 18

### SAVINGS PROVISION

#### **18.0 SAVINGS PROVISION**

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

## ARTICLE 19

### MISCELLANEOUS PROVISIONS

#### **19.0 MISCELLANEOUS PROVISIONS**

- 19.1 Any individual contract between the Employer and an individual Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 19.2 This Agreement shall supersede any rules, regulations or practices of the Employer which are contrary to or inconsistent with its terms.
- 19.3 Within forty-five (45) days of ratification of this Agreement by both parties herein, the Employer will post the contract electronically on the FCOE website. The Employer will also make a copy available at the Unit Member's request. The Association shall receive five (5) copies of the above ratified Agreement.
- 19.4 A Unit Member's notification to the Employer that he/she intends to resign shall remain revocable until such time as the Employer officially takes action on such notification.
- 19.5 All Unit Members defined as non-tenure shall be informed in their initial employment contract that they are not eligible for probationary or permanent status.

## ARTICLE 20

### NON-DISCRIMINATION

#### **20.0 NON-DISCRIMINATION**

- 20.1 The Employer shall not discriminate against any Unit Member on the basis of age, race, sex, color, religion, perceived or actual sexual orientation, marital status, disability (physical or mental) mental condition, national origin, or any other reason prohibited by state or federal law. Employees of this County are required to comply with the provisions of Title VI of the Civil Rights Act, Title VII, and Title IX of the 1972 Educational Amendments, and the ADA Act of 1990.
- 20.2 Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

## **ARTICLE 21**

### **REDUCTION IN FORCE**

#### **21.0 REDUCTION IN FORCE**

##### **21.1 REDUCTION IN FORCE REGARDING PROBATIONARY AND PERMANENT EMPLOYEES**

Any reduction in force of probationary or permanent Unit Members during the life of this Agreement shall be in accordance with Education Code Sections 44949, 44955, 44955.5, 44956, 44956.5 and 44957 and/or any other applicable current law.

## ARTICLE 22

### PEER ASSISTANCE AND COACHING (“PAC”)

#### **22.0 PEER ASSISTANCE AND COACHING (“PAC”)**

##### **22.1 GENERAL**

Every student deserves an exemplary teacher and every teacher deserves to be valued and provided the very best support for professional development and growth. PAC is an opportunity for the Fresno County Office Educator’s Association and Fresno County Office of Education to cooperatively improve the quality of instruction. The Fresno County Office of Education (County Office) and the Fresno County Office Educator’s Association (Association) agree to implement a Peer Assistance and Coaching program in order to support the growth and improve the quality of instruction for all students.

##### **22.2 DEFINITIONS**

###### **22.2.1 PARTICIPATING TEACHER**

A “Participating Teacher” shall receive assistance and coaching to work towards familiarization of the County Office organization, improve instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as described in the California Standards for the Teaching Profession.

###### **22.2.2 PARTICIPATING SERVICE PROVIDER**

A “Service Provider,” including but not limited to a Speech Language Pathologist or School Nurse, shall receive assistance and coaching to work towards familiarization of the County Office organization, improve provisions of services, caseload management, knowledge of their field of expertise and other aspects of service delivery.

###### **22.2.3 PEER COACH**

A “Peer Coach” is an experienced, exemplary Teacher/Service Provider selected by Program Administration that meets the criteria as specified in Article

Subsection 22.5.2 and approved by the Peer Assistance and Coaching (“PAC”) Panel.

#### **22.2.4 PEER ASSISTANCE AND COACHING PANEL**

The PAC panel is responsible for the supervision and evaluation of the PAC program and is composed of two (2) Administrators selected by the County Office and three (3) Teachers cooperatively selected by the Association and Program Administration.

### **22.3 PROGRAM PARTICIPATION**

22.3.1 There are generally two (2) categories for Program Participation:

- a. Voluntary Participation – initiated by either the Employee or the Employer with the consent of the Employee.
- b. Administrative Referral Participation – initiated by the Employer without the consent of the Employee.

22.3.2 Program participation criteria:

When participation is being considered, voluntary or administrative referral, the request will be reviewed and assessed by program administration based on the following:

- a. The legitimate needs of the Employer, which shall not be determined arbitrarily or capriciously;
- b. To support the growth and/or improvement of skills, talents and/or experiences of the Participating Teacher/Service Provider;
- c. Previous written evaluations, teaching performance and relationships with personnel and agencies demonstrating the need for growth and/or improvement.

#### **22.3.3 VOLUNTARY PARTICIPATING TEACHER**

22.3.3.1 This category shall provide assistance to teachers, permanent or probationary, that are not participating in a General Education or Special Education Induction Program who seek to improve their



instructional skills, classroom management, knowledge of subject matter and other aspects of teaching performance as described in the California Standards of the Teaching Profession. Teachers desiring assistance in improving their teaching practices may apply to the program for such assistance. The PAC panel shall have the authority to accept or reject such referrals.

22.3.3.2 All communication between the Peer Coach and a Volunteer Participating Teacher shall be confidential and without the written consent of the Participant shall not be shared with others, including the Immediate Supervisor, the Evaluator or the PAC panel.

#### **22.3.4 VOLUNTARY PARTICIPATING SERVICE PROVIDER**

22.3.4.1 This category shall provide assistance to service providers not participating in a Special Education Induction Program who seek to improve their provision of services, caseload management, knowledge of their field of expertise and other aspects of service delivery. Service providers desiring assistance in improving their practices may apply to the program for such assistance. The PAC panel shall have the authority to accept or reject such referrals.

22.3.4.2 All communication between the Peer Coach and Volunteer Participating Service Provider shall be confidential and without the written consent of the Participant, shall not be shared with others, including the Immediate Supervisor, the Evaluator or the PAC panel.

#### **22.3.5 REFERRAL PARTICIPANT (“RP”)**

22.3.5.1 This category shall provide assistance to permanent or a probationary Teacher or Service Provider that are referred by Program Administration for support and coaching to foster growth and/or improvement in instructional skills, classroom/caseload management, knowledge of subject matter, area of expertise and other aspects required of the Unit Member’s position.

22.3.5.2 The Peer Coach shall provide support and assistance to the RP to work on goals related to the areas for growth and/or improvement identified by Program Administration. The Peer Coach shall provide assistance to the RP until the Peer Coach concludes that the teaching performance of the RP is satisfactory, or that further assistance will not be productive; at which time the Peer Coach will consult with the PAC panel and make a recommendation regarding the RP's on-going participation in the PAC program. The PAC panel designee will then communicate the PAC panel's recommendation to the RP. If recommendation is made to continue the program, the PAC panel will work collaboratively with the Peer Coach and RP for the balance of the school year. If the recommendation is made to discontinue RP's continued participation in the program, the PAC panel designee will communicate the decision to discontinue RP in the PAC program to Program Administration and RP. When discontinuation is based on lack of growth and/or improvement, the RP will be referred back to Program Administration and the terms and conditions of Article 24 or the California Education Code may apply.

## **22.4 PEER ASSISTANCE AND COACHING PANEL**

### **22.4.1 PANEL COMPOSITION AND SELECTION**

22.4.1.1 The PAC program is supervised and evaluated by a PAC panel composed of two administrators selected by the County Office and three teachers selected by the Association. Should a PAC panel member be unable to serve for any purpose including, but not limited to, the absence of a regular PAC panel member or the conflict of interest of a PAC panel member, the replacement shall be filled in the same manner that it was originally filled. The chair alternates annually between a teacher and an administrator. A panel year is defined as July 1 – June 30. A panel member's term shall be three years.

## 22.4.2 **PANEL DUTIES AND RESPONSIBILITIES**

### 22.4.2.1 The PAC panel shall:

- a. Administer the PAC program and participate in training required to implement the program.
- b. Determine its meeting schedule.
- c. Establish and distribute all operating rules and procedures.
- d. Select its chairperson.
- e. Develop a program budget each year based on program need.
- f. Submit funding request to Superintendent as needed.
- g. Establish a procedure for application and selection of Peer Coaches.
- h. Accept and reject PAC participant applications from Program Administrators to PAC panel based on funding and other available resources.
- i. Receive and review the Instructional Learning Plan (“ILP”) from the Peer Coaches.
- j. Monitor Peer Coaches and review their documentation.
- k. Collaborate, as appropriate, with other Teacher/Service Provider support programs.
- l. Evaluate annually the impact of PAC in order to improve the program.

## 22.4.3 **PANEL RECOMMENDATIONS AND DECISION MAKING**

22.4.3.1 The PAC panel shall use a consensus model for decision making. Consensus is defined as all members agreeing to support the recommendation. In the event that a consensus cannot be reached, a simple majority vote shall be taken.

22.4.3.2 To conduct an official meeting, at least three (3) of the five (5) members, including alternates, of the PAC panel must be present. No action or recommendations shall be taken unless at least two Association Panel Members and one Administrator Panel Member are

present. Individual members shall refrain from participating in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

## **22.5 PEER COACH**

22.5.1 Peer Coaches will be selected by Program Administration and approved by the PAC panel. The application process shall include signatures by the Immediate Supervisor and an Association Member (peer teacher/service provider). Once approved, Peer Coaches will remain eligible to provide service annually unless:

- a. If the effectiveness of the Peer Coach is found to be unsatisfactory at the annual review by either the Program Administration or by the PAC panel, then he/she may be removed from this role;
- b. The Peer Coach submits a written request to Program Administration and the PAC panel to withdraw from the program.

### **22.5.2 PEER COACH QUALIFICATIONS CRITERIA**

- a. Possesses a Clear California Teaching, Clinical Rehabilitative Services and/or School Nurse Services Credential;
- b. Demonstrates a minimum of three (3) years exemplary teaching experience or providing services to students with identified needs on IEP's;
- c. Demonstrates a commitment to support a Participating Teacher/Service Provider for at least one (1) year and assist in documenting their progress by working collaboratively for at least one – two hours per week.
- d. Demonstrates working knowledge of content standards, student performance levels, curriculum frameworks, and appropriate subject matter pedagogy; and/or area of expertise; and
- e. Effectively communicates and works well with colleagues.

### **22.5.3 DUTIES AND RESPONSIBILITIES OF THE PEER COACH**

The PAC program strongly encourages a cooperative relationship and communication among the Peer Coach Administrator, and the Participating Teacher/Service Provider with respect to the process of PAC.

The Peer Coach shall:

- a. Assist Participating Teachers/Service Providers through demonstrations, observations, coaching, recommending conferences or workshops and other appropriate activities that will support the Participating Teacher/Service Provider.
- b. Meet regularly with the Participating Teacher/Service Provider to discuss the PAC program, establish mutually agreed upon performance goals aligned with the California Standards of the Teaching Profession and/or Instructional Learning Plan (“ILP”) to achieve pupil learning and develop the ILP and a process for determining successful completion of the PAC program.
- c. Maintain a written log of contacts and specific support given to Participating Teacher/Service Provider.
- d. Document all observations, visitations and meetings with the Participating Teacher/Service Provider.
- e. Jointly document the progress on the ILP with the Participating Teacher/Service Provider.
- f. Submit the final ILP report within forty-five (45) calendar days of the end of the school year.
- g. Participate in meetings with other Peer Coaches.
- h. Participate in an annual review of the program with the PAC panel.

#### 22.6 **CONFIDENTIALITY**

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to subpoena or order of the court.

#### 22.7 **DUTY TO INDEMNIFY**

The County shall defend and indemnify members of the PAC panel and the Peer Coaches and agrees to hold each of them harmless of and from any and all claims, actions, or causes of action in any way related to or arising out of the member’s participation in the PAC.

## 22.8 **FUNDING AND COMPENSATION**

### 22.8.1 **FUNDING**

Program expenditures will be limited to the budget cooperatively developed between the PAC panel and the Fresno County Superintendent of Schools ("FCSS").

### 22.8.2 **COMPENSATION**

An annual budget shall be developed by the PAC panel using revenues provided by the FCSS. Each bargaining Unit Member that serves as a PAC panel member or a Peer Coach will receive additional pay paid monthly and prorated if needed. Each Peer Coach and Participating Teacher/Service Provider will receive an annual budget to use for materials, supplies, training, travel, substitutes, etc. as approved by the PAC panel. Any funds not expended through the PAC program will be used to subsidize Teachers/Service Providers participating in FCOE's induction programs. The budget will be submitted to the Superintendent for approval.

## ARTICLE 23

### REDUCTION IN FORCE OF NON-TENURE TRACK EMPLOYEES

#### 23.0 REDUCTION IN FORCE OF NON-TENURE TRACK EMPLOYEES

23.1 Any reduction in force of Unit Members defined as non-tenure track employees shall be in accordance with the following provisions:

23.1.1 Except when circumstances make it impractical to do so, non-tenure track employees shall be entitled to thirty (30) days written notice in advance of the reduction in force.

23.1.2 A non-tenure track employee whose position has been eliminated as a result of a reduction in force:

23.1.2.1 May elect to have his or her health and welfare benefits extended for up to three (3) months or until the last day of the month in which unit member is eligible for health and welfare benefits with another Employer, whichever occurs first. If the Unit Member elects to have the benefits extension, a check or money order for the Unit Member's portion of premiums for the entire period of the extension of benefits must be received prior to the Unit Member's last day of employment with the Employer. If a Unit Member becomes eligible for benefits coverage with another employer prior to the expiration of the extension of benefits, the Unit Member's portion of the premium(s) will be remitted to the Unit Member on a whole month basis only.

23.1.2.2 Any non-tenure track employee released due to a reduction in force before the expiration of their normal contract (exclusive of summer school), shall receive the health and welfare benefits as set forth in 23.1.2.1 on a prorated bases.

23.1.2.3 For example, an Employee whose contracted year is 183 days but who is released after working only 127 days shall be entitled to receive 70% of the Employer's portion of the health and welfare benefit premium.

In addition, beyond the extended benefits noted above terminated non-tenured employees will also be entitled to extended Consolidated Omnibus Budget Reconciliation Act (COBRA) benefits as provided by law through Self-Insured Schools of California COBRA plan.

23.1.2.4 Shall be placed on the substitute list.

23.1.2.5 In an effort to assist employees with future employment the Fresno County Office of Education will offer a "Career Continuation Workshop" to Unit Members whose positions have been eliminated. This workshop will be provided only if at least ten (10) employees have acknowledged in writing that they will attend the workshop at the time and place scheduled by the Employer.

23.1.3 At least ten (10) days prior to the posted closing date, the Employer shall mail notices of vacancies as defined in Article 9, Section 9.5, to non-tenure track employees whose positions have been eliminated by a reduction in force. The Employer shall forward such vacancy notices to those non-tenure track employees who submit a request, together with their mailing address, on or before their last day of employment with the Employer. The Employer's obligation to mail such notices will continue for a period of six (6) months from the last day of the Unit Member's employment.

23.1.4 Non-tenure track employees may be considered for vacant positions as defined in Article 9, Section 9.5, along with other qualified applicants by advising the Human Resources Department in writing of their interest. In order to be considered for vacant positions, non-tenure track employees may, but need not, submit a new application. The filling of vacant positions shall otherwise be accomplished in accordance with Article 9, Section 9.5.

23.1.5 Non-tenure track employees who are released from County Office service due to reduction in force and who file the appropriate applications shall be considered for vacancies based on, but not limited to, the following criteria:

- a. Credentials & Certifications
- b. County Office Needs



- c. Programs Needs
- d. Experience
- e. Length of County Office Service

The final selection or hiring shall be in the sole discretion of the Employer.

23.1.6 Non-tenure track Employees who are released due to a reduction in force shall receive a letter from the Employer stating the dates of the former Unit Member's service and that the former Unit Member was released due to a reduction in force (Appendix D).

23.1.7 A reduction in non-tenure track employees will only take place for the following reasons:

- a. Due to a reduction in program funding;
- b. Due to a reduction in student population; and
- c. Due to a programmatic change in a specific categorical area.

## ARTICLE 24

### JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE OF BARGAINING UNIT MEMBERS

#### 24.0 JUST CAUSE, DUE PROCESS AND PROGRESSIVE DISCIPLINE OF BARGAINING UNIT MEMBERS

##### 24.1 PURPOSE

24.1.1 This article is to establish just cause, due process and progressive discipline for disciplinary action affecting bargaining Unit Members. These provisions govern discipline for all bargaining Unit Members and supersede California Education Code Sections 44932, et. seq. for disciplinary action short of dismissal to the extent those sections would otherwise be deemed applicable.

24.1.2 No bargaining Unit Member shall be disciplined, reduced in rank or compensation, nor otherwise subjected to adverse action as a result of alleged misconduct, without just cause.

24.1.3 Any alleged misconduct which can be remedied by progressive discipline must be remedied in accordance with this Agreement.

##### 24.2 GENERAL PROVISIONS

24.2.1 **Representation:** Upon request, bargaining Unit Members have the right to secure and utilize Association representation for any disciplinary considerations.

24.2.2 **Right of Rebuttal:** Bargaining Unit Members shall have the right to rebut any written warning or reprimand by submitting a written statement of their position. Such written rebuttal shall be attached to the warning or reprimand.

24.2.3 **Acknowledgment of Receipt of Documents:** The bargaining Unit Member shall acknowledge receipt of all documents intended for placement in his/her personnel file in the manner set forth in the "Personnel File" Article 8, Section 8.1.4 of this Agreement. Notice may also be documented by utilizing registered mail to transmit true copies of documents to be filed, return receipt requested.

24.3 **FOUNDATIONS**

24.3.1 The grounds for “progressive discipline” under this article shall include those identified in Education Code 44932 et. seq. and other behavior deemed to constitute unprofessional conduct. In every event where a formal charge is made, it shall be in writing and shall specify the instance(s) of behavior deemed to warrant discipline.

24.4 **LEVELS OF PROGRESSIVE DISCIPLINE TO BE FOLLOWED:**

24.4.1 Progressive discipline will generally follow the following levels. However, it is mutually acknowledged that unusually serious behaviors and/or exceptional conditions may warrant full or partial bypass of one or more levels.

24.4.2 **Level 1:** Discussion between the Immediate Supervisor and bargaining Unit Member(s). Whenever possible, questions and/or issues should be resolved by means of objective discussion.

**Level 2:** Written warnings issued to bargaining Unit Member.

**Level 3:** Written reprimand for placement into bargaining Unit Member’s personnel file. The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents.

**Level 4:** A written reprimand calling for suspension without pay (not to exceed fifteen (15) working days). The County Office must append to the reprimand any prior written warnings and/or reprimands which are to be relied upon for any purpose as well as complete copies of all employee responses to those documents. Upon issuing a suspension without pay, the County Office will advise the Unit Member to contact the Association.

24.5 **PROCEDURES GOVERNING IMPLEMENTATION AND REVIEW OF FORMAL DISCIPLINE**

24.5.1 Prior to implementation of Level 4 discipline, bargaining Unit Members will be provided with a letter of reprimand calling for suspension without pay. Such

reprimand will be given to the bargaining Unit Member after the County Office has fully completed its investigation.

24.5.2 After receipt of the written reprimand described above, the bargaining Unit Member, or the Association on behalf of the bargaining Unit Member, shall have ten (10) working days to request a review by the disciplinary review panel.

24.5.3 Any reprimand calling for suspension without pay will not be placed in the bargaining Unit Member's personnel file until exhaustion of the review process.

**24.6 DISMISSAL PROCEEDINGS PURSUANT TO EDUCATION CODE**

24.6.1 The County Office of Education retains the right to implement dismissal proceedings against a bargaining Unit Member in accordance with the Education Code (44932, et. seq.).

**24.7 BARGAINING UNIT MEMBER'S RIGHT TO REVIEW BY DISCIPLINARY REVIEW PANEL**

The bargaining Unit Member shall have the right to seek review by the disciplinary panel discipline which calls for a suspension without pay.

**24.8 DISCIPLINARY REVIEW PANEL COMPOSITION AND SELECTION**

24.8.1 A panel consisting of five (5) bargaining Unit Members will review management's decision to suspend without pay a bargaining Unit Member.

24.8.2 The disciplinary panel will be formed at the beginning of each three-year term as follows:

24.8.2.1 The Superintendent will select two (2) bargaining Unit Members to serve on the panel at the beginning of the school year.

24.8.2.2 The bargaining unit will select two bargaining Unit Members to serve on the panel at the beginning of the school year.

24.8.2.3 The final panel member will be selected by drawing. Any bargaining Unit Member who wishes to be a panel member may submit his/her name for consideration. The CTA President or his/her designee and the

Superintendent or his/her administrative designee shall jointly agree on the names placed in the drawing.

24.8.2.4 The drawing will take place in the Human Resources Office. The Human Resources Administrator (or designee) and the Association President (or designee) will visually confirm that the names of all bargaining Unit Members who requested to be placed in the lottery are placed in the drawing box before the drawing takes place. The Association President (or designee) will draw the name of the final panel member from those submitted.

24.8.2.5 Should any seat be vacated during a three-year term, either a permanent vacancy or a temporary vacancy, or should a panel member declare a conflict of interest as to a specific employee matter then the replacement, permanent or temporary, shall be filled in the same manner that it was originally filled.

#### **24.9 DISCIPLINARY REVIEW PANEL DUTIES**

24.9.1 The bargaining Unit Member and the Employer (or his designee) may submit documentation relevant to the proposed discipline.

24.9.2 Should the review panel have questions of the parties after their review of the initial written submissions, they shall submit their question(s) to both sides in writing and all responses shall be in writing.

24.9.3 After a thorough review of the proposed suspension without pay, in relation to the conduct giving rise to the discipline the review panel will, by majority vote of three (3) or more, make a final determination as to whether a bargaining Unit Member will or will not be suspended without pay.

24.9.4 The panel's decision to either suspend or not suspend a bargaining Unit Member without pay is final and shall be binding on both parties.

24.9.5 The panel may make a written recommendation for additional consideration by the Superintendent.

24.9.6 The bargaining Unit Member's rights to have the disciplinary action submitted to the review panel shall be the Unit Member's exclusive right to appeal. Article 6, Grievance Procedures shall not apply to disciplinary action under this Article 24.

**24.10 PURGING ADVERSE DOCUMENTATION**

Formal discipline documents in a bargaining Unit Members personnel file shall, upon written request by the bargaining Unit Member, be purged if, during the four-year period following the incident in question, the bargaining Unit Member was not formally reprimanded or suspended for similar misconduct.

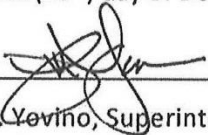
**ARTICLE 25**

**TERMS OF AGREEMENT**

This amended agreement shall be in effect as of July 1, 2015 and shall continue in full force and effect through June 30, 2018, or until such time as a successor Agreement has been agreed upon and ratified by the parties.

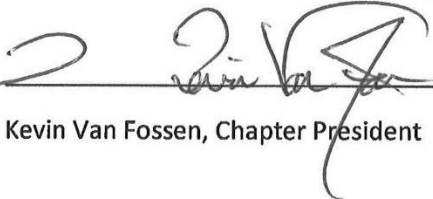
No later than the month of April of the years of this Agreement, the parties shall submit their initial proposals to each other. The parties may open two (2) Articles, in addition to Salary and Benefits, each year for the purpose of reopeners. The Employer shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.

The amendments were agreed to on behalf of the Fresno County Superintendent of Schools on the sixteenth (16<sup>th</sup>) day of December, 2016.

  
\_\_\_\_\_  
Jim A. Yovino, Superintendent

1/17/17  
\_\_\_\_\_  
Date

The amendments were agreed to on behalf of the Fresno County School Office of Educators' Association, #704 on the sixteenth (16<sup>th</sup>) day of December, 2016.

  
\_\_\_\_\_  
Kevin Van Fossen, Chapter President

Feb 9, 2017  
\_\_\_\_\_  
Date

# FRESNO COUNTY SUPERINTENDENT OF SCHOOLS

## 2016 - 2017 Certificated Salary Schedule

Date of Revision: December 15, 2016

Retroactive to: Beginning of 2016-17 School Year

*Reflects a 3.0% Increase*

STEP	GROUP I BA + 30	GROUP II BA + 45	GROUP III BA + 60	GROUP IV BA + 75 or Masters
<b>Teachers hired on a Waiver, Temporary Permit or Internship Credential</b>				
0	45,260	47,497	51,398	53,961
<b>Fully Credentialed Teachers</b>				
1	46,840	51,992	55,631	57,856
2	48,011	53,292	57,022	59,302
3	49,211	54,624	58,448	60,785
4	50,441	55,990	59,909	62,305
5	51,702	57,390	61,407	63,863
6	52,995	58,825	62,942	65,460
7	54,320	60,296	64,516	67,097
8	55,678	61,803	66,129	68,774
9	57,070	63,348	67,782	70,493
10	58,497	64,932	69,477	72,255
11	0	66,555	71,214	74,061
12	0	0	72,994	75,913
13	0	0	0	77,811
<small>1.0% longevity (7/1/2016) for ten (10) or more years of service with the County Superintendent in a certificated position.                      2.5% longevity (7/1/2016) for fifteen (15) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                      3.5% longevity (7/1/2016) for twenty (20) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                      4.0% longevity (7/1/2015) for twenty-five (25) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                      4.5% longevity (7/1/2015) for thirty (30) or more years of service with the County Superintendent of which ten (10) are in a certificated position.</small>				

**Note:** Annual salary based on 183 duty days.

**Approved:** Jim A. Yovino

**Effective:** 12/15/2016





**FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**  
**2016 - 2017 Speech Language Pathologists & School Nurse Salary Schedule**

Date of Revision: December 15, 2016

Retroactive to: Beginning of 2016-17 School Year

*Reflects a 3.0% Increase*

Step	Annual	Daily	Hourly
1	57,381	313.56	46.45
2	60,250	329.23	48.77
3	63,263	345.70	51.21
4	66,426	362.98	53.77
5	69,747	381.13	56.46
6	73,234	400.19	59.29
7	76,896	420.20	62.25
8	80,741	441.21	65.36
<p>1.0% longevity (7/1/2016) for ten (10) or more years of service with the County Superintendent in a certificated position.                  2.5% longevity (7/1/2016) for fifteen (15) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                  3.5% longevity (7/1/2016) for twenty (20) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                  4.0% longevity (7/1/2015) for twenty-five (25) or more years of service with the County Superintendent of which ten (10) are in a certificated position.                  4.5% longevity (7/1/2015) for thirty (30) or more years of service with the County Superintendent of which ten (10) are in a certificated position.</p>			

**Note:** This salary schedule is based on 183 days.

Approved:

Jim A. Yovino

Date: 12/15/2016



**CERTIFICATED BARGAINING UNIT  
WRITTEN REQUEST FOR EXEMPTION**

\_\_\_\_\_  
Employee Name (please print)                      XXX-XX-\_\_\_\_\_  
Social Security Number                      Hire Date

\_\_\_\_\_  
Position Title                      \_\_\_\_\_  
Work Location

\_\_\_\_\_  
Home Address                      City                      State                      Zip                      Phone

I, \_\_\_\_\_, declare and affirm as follows: I object to joining the Fresno County Schools Office Educators' Association, #704 ("CTA"), or to pay any money to the Association based upon a recognized religious conviction.

I have exercised my options by signing this "Written Request for Exemption" and I intend to submit the Yellow, Pink and Goldenrod copies of this waiver to the CTA Chapter/Association Designee.

I declare, under penalty of perjury, the foregoing statement is true and correct. Executed at the Fresno County Schools Office, Fresno, California.

\_\_\_\_\_  
Employee Signature                      \_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature                      \_\_\_\_\_  
Date

<b>CTA Association/Chapter Treasurer or Designee Use Only</b>	
Date Received: _____	CTA Signature: _____
Comments: _____	
_____	

Original: Human Resources                      Yellow: Internal Payroll                      Pink: CTA Designee                      Goldenrod: Employee

**APPENDIX D**  
**REDUCTION IN FORCE LETTER**

June 30, 20XX

To Whom It May Concern:

Please be advised that Jane Doe was employed by the Fresno County Office of Education as a Migrant Teacher from August XX, 20XX to June 30, 20XX. Due to a reduction in Migrant Staff, Jane Doe was released from service effective June 30, 20XX.

We hope this letter meets Jane Doe's needs in her search for new employment.

Very Truly Yours,

Jim A. Yovino  
Superintendent

## APPENDIX E

### WORK STOPPAGE BY PROBATION OR SHERIFF DEPARTMENT PERSONNEL

- I. All Ashjian Center, County Jail, Fresno County Office of Education, Teilman or Violet Heintz Education Academy staff members are to report for work at the Teilman Conference Room at their regular starting times.
- II. The Superintendent shall use the following list to determine if the facility is safe or not safe:
  - A. The panic alarm system is working;
  - B. An administrative walk through;
  - C. When the Superintendent receives written assurance from the Probation Department that the following criteria is in place:
    1. The Institution is in compliance with established staff toward ratios, as defined by the California Youth Authority Standards.
    2. Emergency medical and/or building evacuation plans are not impaired by the work action;
    3. The facility remains structurally sound.
- III. If the Superintendent does not declare the facility safe, school staff who arrive for work will be given an alternate assignment and will be paid for the day.
- IV. Once the Superintendent has declared the facility safe each staff member, based upon a personal decision regarding his/her safety, will complete a choice form, indicating the selection of one of the following options: (1) Immediate return to work; (2) Not return to work and make up the days at the end of the regular contract year during the supplemental contract period; (3) Not to return to work at the staff member's usual and customary job site but fill substitute assignments that may arise during the remaining period of the work stoppage. The County Superintendent shall offer substitute assignments arising during the remaining period of the work stoppage. The County Superintendent shall offer substitute assignments choosing option 3 on the "Individual Return to Work Choice Form." Any employee who declines a substitute assignment shall forfeit a day's pay. If no substitute assignments become available during the remainder of the work stoppage, those employees checking option 3 on the "Individual Return to Work Choice Form" shall make up any days not worked at the end of the contract year during the supplemental contract period.

- V. If work stoppage occurs during the workday, students will be returned to the units as soon as possible, by the Probation Department administrative staff assisted by the school administrative staff. Ashjian School staff is to remain with their classes until their students have been returned to their units. If a member determines that an injury-threatening situation has developed in his/her classroom that endangers the staff member's physical well-being and the staff member leaves his/her classroom, he/she is to notify the school administration immediately.

## APPENDIX F

### FRESNO COUNTY OFFICE OF EDUCATION

### ASHJIAN CENTER WORK STOPPAGE

#### Individual Return to Work Choice Form

In, accordance with the "Memorandum Of Understanding between the Fresno County Office of Education and the Fresno County Schools Office Educators' Association", dated May 19, 1997, regarding a work stoppage by Probation or Sheriff Department employees at Ashjian Center, the Fresno County Jail, FCOE Teilman, or the Violet Heintz Education Academy, you must select one of the options listed below indicating whether you will return to work or not, now that the facility has been declared safe by the Probation or Sheriff Department and the County Superintendent.

Check one option only:

1. I choose to return to work during the remainder of the work stoppage declared by the Probation or Sheriff Department employees.
2. I do not choose to return to work for the remainder of the work stoppage, but will make up the days at the end of the regular contract year during the supplemental contract period.
3. I do not choose to return to work at my usual and customary job site, but wish to be offered substitute positions for which I am qualified in the order of my seniority. I understand that if I decline an offer to substitute, I must forfeit a day's pay. I further understand that if no substitute positions become available during the remainder of the work stoppage, I will make up the days not worked at the end of the regular contract year during the supplemental contract period.

Name Printed: \_\_\_\_\_

Signature: \_\_\_\_\_

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