

EMPLOYER-EMPLOYEE AGREEMENT

Between

**Napa County Superintendent
of Schools**

and

**Napa County Federation
of Teachers**

**American Federation
Local 4067, AFL-CIO
Napa, California 94559**

July 1, 2016 - June 30, 2019

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PREAMBLE

The Napa County Superintendent of Schools, hereinafter the "Employer," and the Napa County Federation of Teachers, American Federation of Teachers, Local 4067, AFL-CIO, hereinafter the "Union," hereby agree as follows:

ARTICLE 1 - RECOGNITION

1.0 Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all non-management certificate and certificated employees paid directly through the Employer, but excluding management, confidential, supervisory employees, psychologists, and substitute teachers.

ARTICLE 2 - EMPLOYEE PROVISIONS

- 2.1 The Employer shall make available to the Union public information concerning the County Office of Education which the Union may deem to be relevant to negotiations and this Agreement.
- 2.2 The Union shall be entitled to appear on the Board agenda upon written request to the Superintendent, by 5:00 p.m., fourteen (14) calendar days prior to the regular Board meeting. The Union shall be entitled to speak to agenda issues relevant to unit members prior to a vote on such matters without prior Board notification. The Union will receive a copy of the minutes after the meeting of the Board.
- 2.3 The Union President or designee shall have access to schools and facilities, informing site administrators when necessary, to meet with unit members at reasonable times during the work day.
- 2.4 Whenever members of the Union are scheduled by the Superintendent or PERB to participate during work hours in conferences, meetings, or negotiations with respect to this Agreement, they shall be granted necessary time and shall suffer no loss in pay.
- 2.5 Copies of this Agreement and addenda thereto between the parties shall be distributed by the Union to each unit member covered by this Agreement. The Employer agrees to meet with the Union within five (5) days after the signing of this Agreement for the purpose of arranging to authorize the printing of the Agreement and any addenda thereto. The parties agree to equally share the cost of printing sufficient copies as agreed upon at the time at the lowest possible cost.
- 2.6 The Union shall have the right to hold meetings in a County school or facility upon request to the administrator in charge of a building.
- 2.7 The Employer agrees to the use by the Union of the mail system and/or mailboxes in and among the school buildings.
- 2.8 The Union shall have reasonable access to adequate bulletin board space for the purpose of posting notices and bulletins.
- 2.9 The Superintendent or designee shall supply the Union with a list of the names and addresses of all newly hired unit members within ten (10) working days of being employed.

ARTICLE 3 - WAGES

- 3.1 Effective **July 1, 2016**, add Steps 19 and 20 to columns IV, V, and VI of the Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. Step 19 shall be 0.75% above Step 18, and Step 20 shall be 0.75% above Step 19.

Effective **January 1, 2017** a 3% increase to the 2015-2016 Salary Schedule for Occupational and Physical Therapists, the 2015-16 Salary Schedule for Child Development Permit Teachers, and Steps 6 – **20** of the 2015-16 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses.

Effective **July 1, 2017**, add Steps 21 and 22 to columns IV, V, and VI of the Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. Step 21 shall be 0.75% above Step 20, and Step 22 shall be 0.75% above Step 21.

Effective **July 1, 2018**, add Steps 23 and 24 to columns IV, V, and VI of the Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses. Step 23 shall be 0.75% above Step 22, and Step 24 shall be 0.75% above Step 23.

Effective **June 30, 2017**, change the following language on the Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses (and to Article 3.7.1 Retention Bonus) as follows:

- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6

3.2 **Professional Standards Committee**

Class advancement shall be according to these rules and regulations of the Professional Standards Committee (PSC).

3.2.1 The PSC shall be composed of three (3) persons, one (1) appointed by the Superintendent and two (2) appointed by the NCFT.

3.2.2 Annually the NCFT shall forward the names of the PSC members to the Superintendent or designee in the first month of the school year.

- 3.2.3 The Professional Standards Committee shall make recommendations regarding appeals to the Superintendent concerning the placement of certificated personnel in regards to class and step placement and advancement on the salary schedule.

3.3. **Initial Placement on the Salary Schedule.**

Certificated personnel initially shall be placed on the salary schedule on the basis of uniform allowance for training and years of teaching or comparable experience according to the following criteria.

- 3.3.1 New certificated personnel entering the NCOE shall be credited for up to six years of prior experience with NCOE. If the Superintendent finds it necessary to secure a qualified person in a special field, he/she may grant the applicant step placement up to full credit for experience. The NCFT shall be notified when an applicant is to receive credit for more than six (6) years for experience.
- 3.3.2 Within the six (6) years of credit for placement on the salary schedule, up to three (3) years credit for schedule placement may be given for active military service.

3.4 **Class Advancement**

- 3.4.1 Class advancement is defined as units of work accumulated toward the goal of advancement in fifteen (15) semester unit blocks on the salary schedule plus the attainment of a Bachelor's or Master's degree as specified on the new schedule.
- 3.4.2 As a condition of class advancement, an NCOE form for submitting new units, including equivalencies, must be filed declaring the unit member's intent to advance on the schedule. The deadline to submit the form is June 1. Work must be completed by September 1. Proof of completion of work must be submitted no later than November 1. Failure to meet these deadlines will result in no class advancement. When proof of completion is submitted, the unit member will receive class advancement retroactive to the beginning of his or her current contract year.
- 3.4.3 The NCOE may grant equivalency on the basis of one (1) semester unit for fifteen (15) hours of professional inservice training in continuing education (CEU's) or one (1) quarter unit for ten (10)

hours of professional inservice training in continuing education (CEU's). Auditing of a class is not sufficient for increment credit.

3.5 **Step Advancement**

- 3.5.1 After initial placement, an experience step shall be determined to mean service, paid or advanced study leave, or comparable experience for seventy-five percent (75%) of a unit member's contract year.
- 3.5.2 Each certificated employee shall be granted one increment or experience step for each year of satisfactory service until the maximum step is reached in the class in which he/she is placed.
- 3.5.3 Unit members who attain the maximum step in the Class to which they have been assigned for more than one (1) year and subsequently move to a higher Class shall be placed on the appropriate step in that Class in accordance with the unit member's years of experience applicable for experience step placement.

3.6 **Master's Degree Stipend, Doctorate Degree Stipend, and Doctorate Degree Recognition**

Bargaining unit members who are on step 7 through 12 of the schedule as of the date of this agreement who received a Master's and/or Doctoral degree stipend in 2012-13 will continue to receive those stipends in the same dollar amount in subsequent years.

For bargaining unit members earning a Doctoral degree after the date of this agreement, a one-time payment of \$3,000 will be granted to the unit member to recognize their completion of the program.

3.7 **Longevity Increment**

Effective July 1, 2015, add the following:

- For Longevity (Years of service with County Office) purposes, Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses shall receive:
 - A 3% longevity increment after 20 years of service
 - A 3% longevity increment after 25 years of service

If the longevity provisions above result in any Federation member receiving less longevity pay on an annual basis than any previously existing grandfathered longevity stipend, they shall be paid the difference as an added one-time payment on the last payroll of each fiscal year. Ratified 3/31/17

3.7.1 **Retention Bonus**

Bargaining unit members shall receive a retention bonus added to their annual salary of:

- 2% of salary upon movement from Step 2 to Step 3
- 3% of salary upon movement from Step 3 to Step 4
- 4% of salary upon movement from Step 4 to Step 5
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 6 to Step 7
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 7 to Step 8
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 8 to Step 9
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 9 to Step 10
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 10 to Step 11

3.8 **Site Supervisor Stipend**

Effective July 1, 2012 the Site Supervisor stipend shall be equal to \$1,650 in centers with a prior year average enrollment of 25 or less, \$2,420 in centers with a prior year average enrollment of 26 to 49, and \$3,300 in centers with a prior year average enrollment of 50 or more.

Effective January 1, 2016, permit teachers possessing a Bachelor's Degree shall be paid an annual stipend of \$500. Ratified 3/31/17

3.9 **Hourly Pay**

Unit members working on an hourly pay scale shall receive the same percentage increase granted under section 3.1.1.

3.10 **Career Technical Education (CTE) Salary Placement & Conditions**

- 3.10.1 Career Technical Education Teachers salary placement shall be based on Appendix C., unless the Unit member has a B.A. and/or a Master's Degree that is approved as relevant to the Unit members industry/subject area, in which case they will be placed as Unit members are in Article 3.1 if that is more advantageous to the Unit member.
- 3.10.2 The Superintendent shall notify an CTE instructor by the 20th day of semester whether a class will be cancelled because of minimum enrollment of 15 students.
- 3.10.3 An NCFT CTE representative will be included as a participant in meetings of the Superintendents' CTE Review Committee. At the beginning of each school year the NCFT President will provide the Superintendent with the name of the CTE representative.
- 3.10.4 A yearly stipend block of \$ 1,000 to be distributed on a pro-rated basis for the performance and summer supervision of the farm, students, and animals. This amount shall be divided by the number of people providing the service. Calculation will be determined at the close of the summer program by the CTE Director or designee, and the effected staff.

3.11 **Mileage**

Unit members using their personal vehicles to perform assigned services for the Employer shall be compensated at the current effective IRS standard mileage rate as published in Internal Revenue Service publication 917, in November of each year. Children's Center unit members on split shifts shall be compensated for mileage from the 1st assigned Children Center to the 2nd assigned Children Center, and return to the 1st Center or their home whichever is closer. If an employee elects to take more than one part-time position, this is not considered a split shift.

A unit member will receive mileage at the end of the day starting from their designated site/office or home, whichever is closer to their meeting, IEP, home visit, or other mandatory off site assignment.

A unit member will receive mileage at the end of the day starting from their last meeting, IEP, home visit, or other mandatory off site assignment.

3.12 **Additional Duties**

- 3.12.1 Extended Year and Summer Program unit members shall be compensated at the rate provided in Article 12.
- 3.12.2 During the regular work year unit members assigned by their supervisor to perform additional paid duties beyond the regular workday shall be compensated at their per diem rate based on a 6.75 hour day.
- 3.12.3 Unit members who work beyond the regular school year shall be paid a per diem rate based on their annual salary, except those covered by Article 12.
- 3.12.4 If a Site Supervisor in the Children's Center Program is required to use non-work days in order to fulfill assigned duties with the approval of the Program Director or designee, the Site Supervisor shall be compensated for these days at the regular rate of pay.

3.13 **Compensatory Time**

- 3.13.1 Unit members, except those covered by Article 12, who work beyond the regular school day shall be paid a per diem rate based on the annual salary or compensatory time off in lieu of per diem providing they receive written approval by their administrator in advance. Compensatory time off earned requests and use shall be applied to all programs in a consistent manner.

3.13.2 **Compensatory Time Off**

- 1) Request must be in writing for using comp-time and pre-approved by their supervisor
- 2) Accrued on a hour for hour basis in 15 minute increments
- 3) Shall be used within 30 days or mutually agreed upon time-frame and cannot cause a hardship on the program. If the employee is unable to take compensatory time prior to June 30th, the employer shall convert the compensatory time to a cash payment in the next pay period.

3.14 **Payroll Errors**

- 3.14.1 When an underpayment payroll error occurs, NCOE shall correct the error and compensate the affected employee(s) for at least 95%

of the underpayment within ten (10) work days from the date it is first discovered. The remainder of the underpayment shall be paid to the affected employee on the next regular payroll cycle. If NCOE cannot correct the errors within ten (10) work days due to extenuating circumstances, NCOE shall notify the affected employee and/or NCFT representatives and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee.

When an overpayment payroll error occurs that is in excess of two hundred dollars (\$200), the affected employee and/or NCFT representatives will be notified and the parties shall meet to establish a repayment schedule that is satisfactory to NCOE and the employee.

3.15 **Bilingual Requirements**

- 3.15.1 When NCOE determines that a position should be changed from bilingual preferred to bilingual required, NCOE and NCFT shall meet and confer to discuss the impact of the decision on the change in the job requirements(s).

ARTICLE 4 - FRINGE BENEFITS

4.1 Health Insurance

Effective April 1, 2016, the maximum employer contribution will be single (\$400, single plus one (\$700) and family (\$920) at proration level appropriate for each individual employee. Nothing contained herein shall preclude any unit member from exercising their right to redefine their appropriate level of coverage through open enrollment. Ratified 3/31/16

Domestic partners of employees subject to this article are eligible for coverage under the single plus one or family rate providing that official designation of the domestic partner is registered with the California Secretary of State and a copy of that registration and Certificate of Domestic Partnership is filed with the human resources department. (Appendix E.)

4.1.1 Employees hired before January 1, 2005 will receive a cash option in lieu of health insurance in the amount of Kaiser for one (\$325).

Employees hired after January 1, 2005 will receive (\$325) per month. Effective January 1, 2006, all new employees electing cash-in-lieu benefits will be offered \$200 per month (pro-rated for less than full-time). If the employee chooses this option they are not eligible for a separate vision plan.

4.1.2 Any premium amounts paid by employee shall be handled through an employee payroll deduction. The employee may pay his/her contribution through the Section 125 Plan.

4.2 Dental/Vision Insurance

Effective January 1, 2005, the maximum employer contribution for the dental insurance program will remain at \$101.99 per month at proration level appropriate for each individual employee.

4.2.1 Effective January 1, 2005 the maximum employer contribution of the vision insurance program will remain at \$13.09 per month at proration level appropriate for eligible for each individual employee.

(Effective 1/25/04, domestic partners are included under this article)

4.2.2 Any premium amounts paid by employee shall be handled through an employee payroll deduction. The employee shall pay his/her contribution through the Section 125 Plan.

4.3 **Retiree Benefits**

Effective January 1, 2005, the maximum employer contribution for unit members who retire will be \$325 per month until age sixty-five (65). The retiree shall be 55 years of age or older for STRS and 50 years of age and older for PERS and shall have completed a minimum of ten (10) years of service to the Employer.

4.4 **Employees on Leave**

The employer shall allow unit members on unpaid leave of absence to remain a member of the insurance groups, if the carrier permits, upon full payment of the premium to the employer by the unit member. Payments must be made to the payroll office of NCOE no later than the first of each month in advance of the month to be covered.

4.5 **Change in Carriers**

The employer shall meet and consult with the union before any changes in carriers for fringe benefits are made. There shall be no reduction of benefits for unit members as a result of changes in insurance carriers unless agreed upon by both parties.

4.6 **Tax Shelter Annuity**

Unit members who choose not to enroll in one of the health insurance programs under Article 4.1 shall be allowed to contribute an amount equal to \$325 per month toward an approved tax shelter annuity or program authorized under Article 5.1. Employer plans under this provision may be changed no more than twice annually, once at the open enrollment period and one time at the unit member's choosing. This amount shall be prorated in accordance with Article 11.5.

ARTICLE 5 - DUES DEDUCTIONS

5.1 Payroll Deductions for Dues and Benefits

The employer will deduct and forward from the monthly paycheck of each unit member, Union dues and other voluntary deductions as authorized in writing by the unit member on the mutually accepted form.

5.1.1 All Union dues collected by the Employer as a result of deductions shall be remitted to the appropriate financial officer together with a printout of each payee's name.

5.2 The Union shall indemnify and hold harmless the Employer from any claims made of any nature and against any lawsuit instituted against the Employer arising from its deduction for the dues, insurance or benefit programs of the Union.

5.3 Representative Fee

5.3.1 All unit members, as a condition of continuing employment, shall either pay dues or a representation fee to the NCFT/CFT/AFT. In no case shall the representative fee be greater than periodic dues and general assessments of the NCFT/CFT/AFT. Dues and/or fees shall commence no later than thirty (30) days from the date of hire or ratification of this agreement. Dues or fees for unit members whose employment commences after the beginning of the school year shall pay prospectively and not retroactively. The NCFT/CFT/AFT shall furnish the Employer with any information needed to fulfill the provisions of this Section.

5.3.1.1 The NCOE shall, in lieu of dismissing a unit member who refuses to pay or sign a dues or service fee authorization form equal to NCFT/CFT/AFT dues and general assessments, exercise its rights to automatically deduct from the salary of the unit member the amount of the representational fee as provided for under the provisions of Education Code 45061 and California Code Section 3546.

5.3.1.2 Notwithstanding any other provisions of this Section, any non-member who is a member of a religious body whose traditional

tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of paying a representational fee, to pay an amount equal to the representational fee of the NCFT/CFT/AFT to one of the following charitable organizations exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code. The organizations are:

1. Napa County Chapter of American Red Cross
2. County Superintendent's Trust Fund
(to provide assistance to County students)

The parties may request proof of such payments on an annual basis as a condition of continued exemption from paying the representation fee to the NCFT/CFT/AFT.

ARTICLE 6 - HOURS OF EMPLOYMENT

- 6.1 The on-site workday shall begin thirty (30) minutes prior to the unit member's regularly scheduled work assignment, unless some other mutually agreeable arrangement is made between the unit member and the immediate supervisor.
- 6.2 Unit members are required to remain a sufficient amount of time after their last workday assignment to fulfill the necessary professional responsibilities as determined by the unit member and the immediate supervisor.
- 6.3 Unit members may leave their work sites during the stated hours of employment with the approval of the immediate management supervisor and notification of the site administrator. Breaks and lunch periods are excluded from this policy.
- 6.4 Both parties recognize that program hours may result in disparate student contact time, on-site time, and professional responsibility time.
- 6.5 Site meetings other than I.E.P. meetings are limited to one (1) every two (2) weeks unless otherwise mutually agreed upon. Meeting times and dates shall be mutually agreed upon by the unit member and the immediate supervisor. However, all meetings, including I.E.P. meetings, shall not extend the teacher duty day by more than sixty (60) minutes. Attendance at these meetings is not additionally compensated. However, in meetings that exceed sixty (60) minutes, unit members shall be compensated at the per diem rate based on their annual salary for all time worked beyond the scheduled meeting time. (Ratified March 31, 2016)
- 6.6 The lunch break for unit members shall be duty free and no less than thirty (30) minutes.
- 6.7 Extra-curricular duties for which no additional compensation is paid (those duties which require the unit member to report prior to, or remain, or return after the conclusion of the duty day) shall, to the extent possible, be distributed equally among teachers on a site by site basis.
- 6.8 Effective July 1, 2018, Except for permit teachers, occupational or physical therapists, and teachers assigned to work on school district calendars, the normal

weekly workday shall be 6.75 (six and three quarters hours) per day. (Ratified June 1, 2017)

- 6.9 The weekly teaching load for Children's Center permit teachers shall not exceed eight (8) hours per day. If permit teachers are asked to attend meetings or are required to serve beyond their regular hours, they shall be paid an hourly rate based on their per diem salary. The rate of compensation shall be based on fifteen (15) minute increments and shall be noted on the teacher's time sheet. [Ex.: (Annual salary/No. of Days In Work Year)/8/4]
- 6.10 Children's Center permit teachers with assignments of six (6) hours or more, shall be allowed to take an on-site twenty (20) minute break during the children's nap time, excluding emergencies.

ARTICLE 7 - WORK YEAR

7.1 Work Year

The work year shall be 182, 182.5, 186 or 200 days except for faculty employed at a Children's Center program. (Ratified June 1, 2017)

7.1.1 The work year for Children's Center Permit teachers, on a twelve (12) month schedule, shall be 200 or 223 days. (Ratified June 1, 2017)

7.2 Student Contact Days

Student contact days for Special Education will be 180; for CTE 180; and for ancillary service teachers 180; all other days are for inservice, preparation, and other professional duties.

7.3 Calendar

7.3.1 Unit members shall work the calendar of the district to which they are assigned but shall not be required to work more than 182 days per year. Any unit member who is assigned to more than one District shall follow the calendar of the district in which he/she spends the majority of his/her instructional time. Prior to the beginning of the school year, unit members who work on district sites shall be notified by their supervisor of the work year schedule to which they are assigned.

7.3.2 Should the number of workdays exceed those established in the NCOE/NCFT agreement, the employee shall be compensated for these extra days at his/her per diem rate as stated in Article 3.12.2.

ARTICLE 8 - LEAVES OF ABSENCE

8.1 Rules Governing Leaves

- 8.1.1 Any unit member upon his/her request shall be granted a leave of absence, either full or partial assignment, from employment with the County upon application to and approval of the Employer without pay for a maximum of one (1) year at a time.
- 8.1.2 A unit member on partial leave shall receive pro-rated health and welfare benefits pursuant to Article 11.5. However, those unit members on leave whose assignment remains 80-99 % shall receive the appropriate proration and not be treated as full-time members.
- 8.1.3 All unit members on approved leave shall retain seniority as of rendered paid service.
- 8.1.4 Request for long-term leaves shall be made to the Office of the Superintendent, in writing, at least thirty (30) workdays prior to the commencement of the leave. The Superintendent may waive this thirty (30) workday notification period.
- 8.1.5 Extension of long-term leaves without pay for a period up to an additional year shall be renewed upon receipt of a written request and approval of the Employer. Requests for an extension of long-term leave shall be made by March 1 prior to the expiration of the leave.
- 8.1.6 A unit member on long-term leave shall be permitted to make payments to the Employer to assure the continuance of all unit member benefits, if the carrier permits. The absence on paid leave shall not be construed as a break in service for retirement benefits.
- 8.1.7 Upon return from a leave of one year or less, a unit member may be returned to his/her former position. If the position no longer exists, the unit member shall be placed (a) at the same teaching site or (b) at an equivalent position. Upon completion of a leave of more than one year the unit member may be returned to his/her former position, provided the position is not occupied by a permanent employee. The returning unit member shall be provided with a list of all available vacancies.

- 8.1.8 The unit member has the right to return to his/her former position upon request prior to the stated conclusion date of his/her leave of absence, if no contract has been signed by the person replacing the unit member on leave.
- 8.1.9 When a unit member is absent from duties on account of illness or accident for a period of five school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill his/her position during his/her absence or, if no substitute employee was employed, the amount which would have been paid to the substitute had he/she been employed. The employer shall make every reasonable effort to secure the services of a substitute employee. A unit member is eligible to receive this benefit each school year.
- 8.1.10 Any unit member granted a leave under this Article shall be required to notify the personnel office on or before March 1 of the year in which the leave occurs of the intention to return or not to return to work. In the absence of such notification it is agreed that the unit member has waived rights under Section 8.1.7.

Unit members contracted on a twelve (12) month basis shall be required to notify the personnel office no less than three (3) months prior to the ending date of their leave.

8.2 **Paid Leave**

8.2.1 **Sick Leave**

- 8.2.1.1 Full-time certificated unit members are entitled to ten (10) work day's sick leave each work year commencing on the school year of service. Full-time permit teachers are entitled to twelve (12) workdays sick leave each year commencing with each school year. Unit members shall earn one and a half- (1.5) additional sick leave days for extended year worked a six-week extended session, pro-rated for less than six weeks. One additional sick leave day for 11 month (200 days) employees for total of 11 days.
(Ratified 3/31/16)

- 8.2.1.2 A bargaining unit member assigned to a class must contact the substitute caller by 6:30 a.m. to permit the Employer time to

secure a substitute. Itinerant bargaining unit members, who are not assigned to a classroom on a regular basis, shall contact their immediate supervisor to report their absence by 6:30 a.m. Failure to provide adequate notice may be grounds for denial of leave with pay or other disciplinary action.

8.2.1.3 If a teacher does not take the full amount of sick leave allowed in any work year, the amount not taken shall be accumulated from year to year.

8.2.1.4 A physician's written verification of the specific nature of the illness or accident may be required by the Superintendent after three (3) consecutive workdays missed.

However, the Superintendent/designee may request proof of illness for less than three (3) days if the employee has been previously warned about improper use of sick leave.

If improper use is suspected the County may send the unit member to a Physician of their choosing at the County's expense to verify the specific nature of the illness or accident. Abuse of the sick leave provision is subject to disciplinary action.

8.2.1.5 At the beginning of each new school year, each unit member shall receive an accounting in writing of the total number of sick leave days he/she accumulated to that time.

8.3 **Personal Necessity Leave**

8.3.1 Unit members shall be granted the use of up to seven (7) days accumulated sick leave for personal necessity.

8.3.2 The unit member shall not be required to secure advance permission for leave taken for the following: (a) death or serious illness of a relative, dependent, or special relation; or (b) accident involving his/her immediate family; and (c) personal matters which do not fall within category (a) and (b) and which cannot be handled outside of the normal workday. No portion of this leave shall be used for vacation leave or any part thereof.

8.3.3 Up to three (3) days per year of personal necessity leave shall be granted without prior permission excluding the day before or after

recesses and holidays. In all other circumstances, exclusive of those outlined in 8.3.2 advance notification of the immediate management supervisor is required. Proof of the use of personal necessity leave may be requested by the Superintendent or designee.

8.4 Sick Leave Bank

8.4.1 Purpose. The Sick Leave Bank may provide eligible leave credit to a unit member when the unit member or a member of his/her family experiences a catastrophic illness or injury. Leave credit may be granted from the Sick Leave Bank only when the illness or injury is expected to incapacitate the unit member or the family member for an extended period of time, and the unit member has exhausted all sick leave and other paid time off from work. "Family" as used in this section refers to child, spouse, and child of spouse, designated domestic partner, or parent of the employee. Designation of the domestic partner must be made on the appropriate personnel form prior to the domestic partner's illness.

8.4.2 Sick leave credit accumulated in the sick leave bank may be donated to an employee when all of the following requirements are met.

8.4.2.1 Verification of catastrophic illness or injury has been presented to the sick leave committee (the employer).

8.4.2.2 The members of the sick leave committee have determined the unit member is unable to work due to the unit member's or his/her family member's catastrophic illness or injury.

8.4.2.3 The unit member has exhausted all accrued sick leave credit.

8.4.3 Contributions to the Sick Leave Bank

Contributions shall be voluntary for all unit members according to the terms of this Agreement.

8.4.3.1 No unit member may donate eligible leave credits unless he/she has a minimum of twenty (20) days of accumulated leave credit on record with the employer. A unit member may donate leave credit only in excess of the minimum twenty (20) days on record. Leave credit may be donated only in normal workday units. A normal workday unit for these purposes shall mean six and one-

half-hours per day for other than Children's Center permit teachers. Children's Center permit teachers' units of credit shall be in eight hour units.

8.4.3.2 All transfers of sick leave into the sick leave bank are irrevocable.

8.4.4 **Sick Leave Committee**

The sick leave committee shall consist of three (3) members of the Union and two (2) members of the administration. Unit members will be selected by the Union in a manner prescribed by the executive board. The administration members shall be appointed by the Superintendent.

8.4.4.1 The sick leave committee shall meet as necessary to administer the sick leave bank. The Employer shall maintain the records of transfers into and out of the sick leave bank.

8.4.4.2 The sick leave committee shall be the decision making body to distribute sick leave credits from the sick leave bank upon an application by the unit member or a member of the applicant's family.

8.4.4.3 Any Workers Compensation injury or illness claim covered by an award shall be excluded.

8.4.4.4 No sick leave fund days shall be granted after long-term disability begins.

8.4.4.5 The maximum amount of time that a unit member shall be able to receive from the sick leave bank shall be equal to the workdays in the school year.

8.5 **Family Leave**

8.5.1 **Maternity Leave**

8.5.1.1 A unit member may apply for maternity leave. The length of the maternity leave, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. When possible, the Employer or designee

shall be notified in writing thirty (30) days prior to the date on which the unit member's leave is to commence.

- 8.5.1.2 A unit member is entitled to use accumulated sick leave during that portion of an absence, which is disabling from pregnancy, childbirth, and recovery therefrom. The period of paid absence shall be limited to that period of medical disability as verified by the physician or the extent of the employee's sick leave, whichever is less. When Sick Leave provisions, including Extended Illness Leave, are exhausted, the Employer shall grant for maternity purpose five (5) additional days of leave with the unit member paying the cost of the substitute.

8.5.2 **Family Care Leave**

- 8.5.2.1 Notwithstanding other provisions of the Agreement which provide family care leave, unit members are eligible for leave under the Federal Family Leave Act (FMLA) and California Family Rights Act (CFRA).
- 8.5.2.2 Detailed written rules for eligibility, use, and benefits under this provision are available in the Human Resources Department.
- 8.5.2.3 Unit members are eligible if they worked the prior twelve (12) months which included at least 1,250 hours within that period. Full-time unit members meet the 1,250 hour requirement.
- 8.5.2.4 The FMLA may be used for the birth, adoption, or foster care placement of a child, care of a child (including foster, step, or adult dependent children and legal wards), parent (including person who stood in loco parentis to the unit member), or spouse, or domestic partner with a serious health condition that prevents the unit member from performing his/her assigned duties. Designation of the domestic partner must be registered with the California Secretary of State and a copy of that registration and Certificate of Domestic Partnership filed with the NCOE Human Resources Department (Appendix E).
- 8.5.2.5 Temporary disability leaves due to pregnancy, miscarriage, childbirth and recovery therefrom are separate from, and not concurrent with, family care leave.

- 8.5.2.6 A serious health condition is an illness, injury, impairment, or physical or mental condition involving in-patient care, continuing treatment, or continuing supervision by a health care provider.
- 8.5.2.7 Leave is unpaid and for a maximum of twelve (12) work weeks within a twelve (12) month period. The rolling twelve (12) month period is measured backward from the date a unit member uses family care leave. Unit members will continue to participate in health plans and receive benefits under the same terms and conditions as prior to the leave.
- 8.5.2.8 Intermittent leave in the form of reduced workdays or work weeks may be taken in certain cases as per FMLA/CFRA.
- 8.5.2.9 The use of sick leave shall be used concurrently with family care leave when a unit member is to care for a family member, or for the unit member's own health condition, except in 8.5.2.5 in cases of pregnancy disability leaves.
- 8.5.2.10 Leave does not constitute a break in service for purposes of seniority or longevity.
- 8.5.2.11 Parents employed by Napa County Office of Education together have an aggregate leave limited to twelve (12) weeks for the care of their newly arrived child or a sick parent. For other purposes, each employee is entitled to twelve (12) weeks.
- 8.5.2.12 The employee shall provide certification by a physician or other health care provider of the need for a leave to care for a spouse, parent, or child with a serious health condition, or for the employee's own serious health condition. NCOE, at its expense, may require a second or third opinion regarding the unit member's personal serious health condition.
- 8.5.2.13 A unit member returning from Family Care Leave will be reinstated to his/her former position or an equivalent position if it does not exist, except as provided by law, i.e., layoffs.

8.6 **Bereavement Leave**

Each unit member shall be granted necessary leave of absence with pay not to exceed three (3) days if travel is required less than 300 miles, or five (5)

days if travel is required greater than 300 miles on account of the death of a member of his/her immediate family. Members of the immediate family mean spouse, son/daughter, mother/father, brother/sister, grandparents, grandchildren, daughter/son-in-law, father/mother-in-law, sister/brother-in-law, or any relative living in the immediate household of the unit member.

8.7 **Jury Duty Or Subpoenaed Witness Leave**

8.7.1 **Jury Duty**: A leave with pay shall be granted to unit members called to jury duty in the manner provided by law. A unit member who receives a jury summons shall submit a copy of the summons to his/her supervisor. At the conclusion of jury duty, the unit member shall submit a statement from the Jury Commissioner's Office specifying the dates and times served by the unit member. This shall be attached to the Leave and Absence Report.

In the event that the unit member is relieved of jury duty during the workday, he/she shall return to his/her work site.

8.7.2 **Witness**: A unit member may be granted a leave with pay when subpoenaed to appear as a witness, other than a litigant, in a court of law of another governmental tribunal for reasons not brought about through the connivance or misconduct of the unit member.

A unit member requesting such leave shall submit a copy of the summons or subpoena. At the conclusion of his/her appearance, the unit member granted a leave shall submit a verified statement specifying the dates and times the unit member appeared. This shall be attached to the Leave and Absence Report. The unit member shall make payment to the Superintendent in the amount of statutory fees, which the unit member has received for appearing as a juror/witness excluding the statutory mileage fee.

8.8 **Annual Union Leave**

8.8.1 The Superintendent shall make available to the Union up to fifteen (15) days to carry out Union business.

8.8.2 The Union shall provide prior written notification to the Superintendent stating the days of leave needed for the person or persons so designated.

- 8.8.3 The unit member taking such leave shall suffer no deduction from any type of leave and shall pay the Employer for the cost of his/her substitute.

8.9 **Industrial Accident or Illness Leave**

- 8.9.1 Up to sixty (60) days of industrial accident or illness leave shall be available to unit members pursuant to Education Code Section 44984.
- 8.9.2 The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct from accumulated sick leave the industrial accident or illness leave used by a unit member who is absent as a result of an industrial accident or illness.
- 8.9.3 As a condition of receiving full salary while on industrial accident or illness leave, the unit member shall endorse over to the Superintendent all moneys received from the worker's compensation insurance carrier on account of such industrial accident or illness.

8.10 **Professional Leave**

- 8.10.1 Upon application and approval of the Employer, professional leave shall be granted for the purpose of attending conferences, workshops, institutes, school visitations, and other meetings related to the unit member's discipline.
- 8.10.2 The Employer shall reimburse the unit member for expenses incurred, i.e., transportation, lodging, meals and registration or other fees in an equitable manner, depending on available funds.
- 8.10.3 The unit member shall not suffer loss of salary and the days shall not be deducted from accumulated sick leave or annual personal leave.

8.11 **Military**

Leaves may be granted for government ordered military services. Compensation received in performance of the above duties shall be calculated according to applicable state and federal laws.

8.12 **Substitute Pay Deductions**

In the event that paid leave is not applicable, a unit member may take a leave at the actual cost of a replacement substitute with the approval of the Employer. The Employer will provide substitutes for unit members.

8.13 **Unpaid Leaves**

Unpaid leaves are governed by Section 8.1.

8.14 **Advanced Study**

With prior Employer approval, one (1) year of advanced study or one (1) year of exchange teaching will be considered equal to one year of teaching for salary determination upon return of the unit member. A unit member, upon advanced study leave or exchange teaching leave, shall also be entitled to any salary adjustments which would have accrued to the unit member if his/her employment had been continuous.

ARTICLE 9 - EARLY RETIREMENT

9.1 Golden Handshake

- 9.1.1 NCOE shall offer the opportunity for retirement under the terms and conditions of Education Code 44929 for the duration of this Agreement. One of the conditions under E.C. 44929 is that a savings must accrue to NCOE as required by law. The open enrollment period will be established annually by the parties. NCOE shall notify eligible unit members about the open enrollment period. The notice will include the required dates for making application and submission of a notice of resignation.
- 9.1.2 A unit member must submit an application to receive a Golden Handshake during the period indicated on the notice mailed to each eligible employee. Upon approval by the County, the unit member must submit a notice of resignation no later than the date listed in the notice mailed to eligible employees in order to receive the Golden Handshake.

ARTICLE 10 - TRANSFERS

10.1 Definition

10.1.1 A transfer is the movement of a unit member from his/her present work site or assignment to another vacant site assignment.

10.1.1.1 An employee initiated transfer is voluntary.

10.1.1.2 An employer initiated transfer is involuntary.

10.2 Employee Initiated Transfers - Posting

10.2.1 On or before April 15, the Employer shall post in each school site a list of known vacancies for the next school year. Whenever future unit vacancies become known, they will be posted. A vacancy is defined as a new or existing unit position which the Employer has determined is to be filled including temporary positions.

10.2.2 Copies of all notices of vacancies shall be mailed to the Union at the same time they are posted.

10.2.3 Opening and closing dates for applications shall be stipulated in each job announcement.

10.2.3.1 Job announcements shall be posted for ten (10) work days. Announcements shall be mailed to unit members during the summer months as well as to itinerant faculty and those serving upvalley during the regular year.

10.2.3.2 Announcements shall describe credentials and other requirements for the position.

10.2.3.3 From Monday of the third week in August until September 30 posting shall be for at least five work days.

10.3 Employee Initiated Transfers

10.3.1 Unit members who desire a transfer shall file with the Superintendent/designee a request for transfer indicating the site(s) preferred.

- 10.3.2 Applicants who possess the qualifications listed on the job announcement shall be provided an opportunity to be interviewed before the position is filled. Whenever possible, the interview committee will be composed of a majority of unit members within the program in which the vacancy exists. In the event a majority of unit members is not available, the Administration will notify the NCFT President.
- 10.3.3 Committees interviewing applicants will be provided copies of the job announcements and the criteria listed here. The committee's task is to evaluate an applicant(s) based on job related factors as they relate to the following criteria. The committee's decision shall be forwarded as a recommendation to the Superintendent.
- 10.3.3.1 Credential(s) required to perform services.
- 10.3.3.2 Written resume indicating an applicant's educational and employment history as presented by the Personnel Director.
- 10.3.3.3 Applicant's ability to meet the needs of the students as expressed in an oral presentation to the committee.
- 10.3.3.4 Needs of the program as stated in the job announcement.
- 10.3.3.5 Ability to convey knowledge required for the position effectively.
- 10.3.3.6 Past teaching experience, experience in a service area in the case of non-teaching personnel, and other experiences related to the position.
- 10.3.3.7 Service to the Napa County Office Of Education.
- 10.3.4 Unit members who have been denied a transfer request will be granted, upon their request, a meeting with the Superintendent/designee to discuss the reasons for such denial and a specific statement for the reasons in writing, if so requested.

10.3.5 A voluntary transfer to a position requiring equivalent service shall not result in the loss of compensation, seniority, or any fringe benefits to a unit member.

10.3.6 Applicants shall be notified as soon as action has been taken on the vacancy.

10.4 **Employer Initiated Transfers**

10.4.1 An employer initiated transfer shall be based upon:

10.4.1.1 Loss of ADA, ADE, or a funding unit.

10.4.1.2 A reduction or discontinuance of a particular kind of service.

10.4.1.3 The County may involuntarily transfer a unit member when the County concludes a change in work location is necessary for the educational needs of the pupils. A transfer for this reason will be supported by written reasons describing how the unit member's services will improve the educational program or the needs of the pupils.

10.4.2 When possible, notice of an Employer initiated transfer for the following school year shall be given to unit members by June 1. After June 1 unit members will be provided as much notice as possible prior to the opening of school that a transfer will occur. Ideally ten work days notice would be given. The Administration shall provide unit members being transferred with logistical and physical assistance when moving classrooms and materials to another site.

10.4.3 Unit members that have been notified of a potential involuntary transfer shall have the right to indicate preferences from available vacancies.

10.4.4 An Employer initiated transfer shall not result in the loss of compensation, seniority, or fringe benefits to a unit member.

10.4.5 The reasons for Employer initiated transfers shall be reduced to writing upon request by the unit member being transferred.

10.4.6 When there is a loss of ADA or reduction in a particular kind

of service, a unit member involuntarily transferred shall have first right to return to his/her former position when a vacancy occurs.

- 10.4.7 As long as a unit member's current position exists, he/she will not be involuntarily transferred two (2) years in succession unless mutually agreeable.

ARTICLE 11 - PART-TIME CONTRACTS

11.1 Full-time members of the unit, subject to the approval of the Employer, are permitted to work less than full-time or share a portion on a regular basis with another unit member (s).

11.2 Full-time unit members who desire to take part in either of the above shall make their request known in writing to the Employer. The unit member shall submit the request prior to March 1 for the following year. Unless mutually agreed upon, unit members shall be returned to full-time employment at the completion of the school year.

11.3 Part-time contracts shall be reviewed for Employer approval annually.

11.4 Unit members in part-time positions shall receive a pro-rated amount of salary and leave benefits as provided herein. Unit members utilizing a part-time contract shall accumulate seniority and placement on the salary schedule as if they were teaching full-time.

11.5 Unit members working in part-time positions shall receive pro-rated health and welfare benefits only as follows:

11.5.1 80%-99% - shall be treated as full-time unit members.

11.5.2 Unit members less than 80% shall receive the appropriate proration.

11.5.3 Unit members on part-time contracts shall have the option of receiving full health and welfare benefits by paying the unpaid portion of the premium, if the carrier permits.

11.6 Reduced Work Load

11.6.1 Eligibility

The unit member must have reached the age of fifty-five (55) prior to a reduction of workload.

11.6.2 The unit member must have been employed full time in a position requiring certification for at least 10 years with NCOE, of which the immediately preceding five (5) years were full time employment.

Sabbaticals and other approved leaves of absence, including reduced workload leave, shall not be considered a break in service.

11.6.3 The duration of the RWL leave requested or initially granted shall not exceed two (2) years per request.

11.6.4 Unit members participating in an approved RWL leave program may request an extension of up to two (2) additional years per request, providing that the leave granted continues to operate smoothly and meet the criteria.

11.6.5 The maximum amount of RWL leave granted shall not exceed a combined total of six (6) years overall.

11.7 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with mutual consent of the parties.

11.7.1 Unit members may request that their RWL leave be granted with the option of working one full semester of the school year in full-time status, and one semester of full-time leave in the subsequent semester.

11.8 The unit member shall be paid a salary, which is a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive medical benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

11.9 The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full-time position.

11.10 The percentage of time employed shall be arrived at by mutual consent of the unit member and the County.

11.11 Any change in the percent of assigned time during the six-year period

may be requested by either party, but granted only by mutual consent.

11.12 Both unit member and the employer shall sign a Memorandum of Agreement for part-time service for the number of years of the Agreement.

11.13 A unit member on RWL leave may be required to return to full duty in a subsequent year of the approved leave in the event a qualified and willing replacement cannot be found

11.14 The RWL unit member will receive the same fringe benefits as any full-time unit member.

The RWL unit member's level of medical benefits (i.e.: single, single plus one or family) shall be maintained at the same level of participation used to calculate total cost in consideration of the unit member's request.

Should a unit member wish to change the level of medical benefits while on approved reduced workload leave which would cause an increase in insurance premiums, the increase shall be borne by the unit member.

11.15 The unit member and the employer shall pay the proportional amount needed to qualify for full-time salary credit for STRS.

11.16 Full-time retirement credit is not earned until the end of the full school semester or full school year. Participants who terminate prior to those concluding periods will receive retirement credit based on the salary actually paid in the proportion that it relates to the annual salary that would have been paid had the employment continued.

11.17 In order to implement the reduced workload provisions of the section, the unit member must make application using the appropriate leave request form to the Personnel office by January 15 of the year in which it is intended to take effect. The Employer shall respond in writing its decision no later than May 15.

If no qualified employee is found to fill the requested RWL leave by this date, the unit member and the employer may elect to extend the search and recruitment period by mutual agreement.

- 11.18 All responses to reduced workload requests shall be provided in writing to the unit member. When a request is denied, the response must include reasons given for the denial and include the employer's total cost calculations of the proposed leave.
- 11.19 In the event of a dispute of the calculations, the unit member may request a meeting to appeal or amend the request with the employer within ten (10) work days.
- 11.20 All other rules and regulations of the California State Teachers' Retirement System will be followed by the unit member and the employer.

ARTICLE 12 - EXTENDED YEAR AND SUMMER PROGRAMS

- 12.1 Members of the bargaining unit shall receive special consideration in the filling of vacancies.
- 12.2 Unit members working a full day extended year program will be paid the regular per diem rate based on their annual salary. Unit members working less than a full day will be paid according to the following formula based on the unit member's annual salary for the school year immediately preceding the commencement of the extended year program.

12.2.1 This formula shall apply to all programs except Children Centers.

$$\frac{\text{Annual Salary of Unit member}}{\text{Number of workdays}} 7.5 = \text{Hourly Rate}$$

12.3 Priority of Employment

- 12.3.1 Unit members presently employed in class to be extended.
- 12.3.2 Unit members with prior experience and appropriate credential in a similar class.
- 12.3.3 Unit members with appropriate credentials.
- 12.3.4 Qualified applicants who are not employees of the Employer.
- 12.4 Notices of vacancies shall be posted as early as needs have been identified.
- 12.5 Assignments by the Employer will be made and offers of employment will be given prior to June 1 of the regular school year session.
- 12.6 These programs will be offered contingent upon available funding.

ARTICLE 13 – PEER ASSISTANCE AND REVIEW PROGRAM (PAR)

(For Teachers, Speech Therapists, & Nurses)

(Children Center & State Preschool Permit Teachers See Article 14)

- 13.1 **Purpose of the Program:** The Teacher Peer Review (PAR) is designed to provide assistance to probationary teachers, permanent teachers and CTE teachers, (who have received the appropriate State Board of Education waiver allowing participation,) who are in need or request development in subject matter knowledge and/or teaching strategies or skills.

13.2 **The Joint Panel**

The Peer Assistance and Review Program will be administered by a Panel consisting of five members, three certificated classroom teachers, and two administrators appointed by the Superintendent. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in 3.1, and they shall be selected by the Federation consistent with NCFT bylaws.

- 13.3 **Term of Service:** The term of service shall be (two) 2 years, commencing on June 1, 2000. There shall be no limit on the number of terms that may be served. Panelists may be removed and replaced at any time by their appointing party.

- 13.4 **Panel Meetings:** The Panel shall meet at the time and place it determines no less than (2) times annually and as needed thereafter on a reasonable basis.

- 13.5 **Votes of the Panel:** All actions of the Panel shall be approved by an affirmative vote of at least three (3) members.

- 13.6 **Panel Responsibilities:** The responsibilities of the Panel shall include the following:

- A. Selecting probationary or 1st and second year CTE consulting teachers.
- B. Selecting consulting teachers for permanent teachers.
- C. Monitoring the progress of permanent (and 3rd year and beyond CTE) teachers intervention, including making a decision on the success of such intervention and so advising the Superintendent.

- D. Preparing annual Program Reviews.
- E. By April 1st of each fiscal year the Panel will establish a Program and budget for the succeeding year, subject to the approval of the Superintendent which will include:
- The estimated state revenues for the Program;
 - The estimated expenditures involving:
 - projected number of Participating Teachers,
 - projected (full and part-time) number of Consulting Teachers needed to service the projected need,
 - released time for the Panel and Consulting Teachers,
 - pay for Panel members and Consulting Teachers that is consistent with the pay parameters established by the negotiating parties,
 - projected costs for training, administrative overhead, and if necessary, legal and consulting assistance
- F. Preparing written guidelines for consulting teachers.
- G. Consulting teachers can be removed for any reason. Termination will not be subject to the grievance procedure.
- H. Administering and maintaining Panel records.
- I. Each year the Joint Panel, in consultation with the County Office administration may select certain curricular areas or skills for emphasis with a select number of Consulting Teachers.
- 13.7 Program administrators who refer teachers to the PAR panel through unsatisfactory evaluation shall excuse them from all panel proceedings involving this referral. The County Office will appoint a substitute administrator for that referral.
- 13.8 **Consulting Teachers**
- A. **Qualifications:** At a minimum, consulting teachers shall be permanent teachers (or in the case of CTE teachers, have a current State Board Waiver or who received a previous Waiver to participate in the Mentor Program) with at least five (5) years of classroom experience two (2) of which must be recent and demonstrated exemplary teaching

skills, including among other attributes, effective communication skills, extensive subject matter knowledge and a mastery of teaching strategies, best designed to meet the needs of pupils in different contexts, including CTE.

B. Application and Selection

1. The initial announcement shall be posted two (2) weeks at each site beginning June 2000. Thereafter, the notices shall be posted whenever the Panel determines that further applications are needed.
2. Classroom teachers (and CTE teachers) may apply to be coaches or consulting teachers on forms prepared by the Panel, which shall include letters of recommendation.

C. It will be the responsibility of the panel to determine consulting teacher's workload and compensation which must be within the budget.

D. Term of Service: The term of service shall be 3 years. Consulting teachers shall be reviewed no less than annually, and may be removed by the Panel.

E. Return Rights: At the conclusion of their service, consulting teachers shall have return rights to a position for which the individual is qualified at their school or origination. If there is no open position, a position will be created by an involuntary transfer of the least senior teacher.

F. Bargaining Unit Work: The parties do not see this position as part of a career ladder for an individual who seeks to be administrator.

13.9 **Referred Teachers**

- A. Referral to the Program: Teachers may be referred to the PAR Program by receiving an unsatisfactory performance evaluation in the area of instruction or by voluntary self-referral. A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event he/she later receives an unsatisfactory evaluation in the area of instruction.

- B. “Unsatisfactory evaluation” is defined as receiving an unsatisfactory rating in the area of subject matter knowledge, teaching strategies or teaching methods and instruction. (Education Code Sections 44664(b) and 44500(b)(1).
- C. Referral to the Program shall not be subject to the grievance procedure.

13.10 **Consulting Teachers** shall provide assistance to Participating Teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods. This assistance may include, but not be limited to, the following activities:

- A. Providing consultative assistance to improve in the specific areas targeted by the evaluating Program Administrator or the County Office Teaching Standards;
- B. Meeting and consulting with the Program Administrator or designee regarding the nature of the assistance being provided;
- C. Observations of the Participating Teacher during periods of classroom instruction;
- D. Allowing the Participating Teacher to observe the Consulting Teacher or other selected teachers;
- E. Attending specific training in specified teaching techniques or in designated subject matter;
- F. Demonstrating good practices to the Participating Teacher;
- G. Maintaining appropriate records of each Participating teacher’s activities and monthly progress report to Participating Teacher and Program Administrator. In the case of voluntary referrals, progress reports are not necessary but may be requested by the participant and submitted to the Program Administrator at their discretion.
- H. Other assistance deemed appropriate by the Panel.

13.11 **Written Reports:** Before April 1 or each year, the Consulting Teacher shall complete a written report evaluating the teacher’s participation in the Program consisting solely of: (1) a description of the assistance provided

to the Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the Joint Panel. The joint panel will distribute copies to the Participating Teacher and (in the case of beginning teachers and those permanent teachers referred for unsatisfactory evaluation) the Program Administrator. Reports relating to teachers on voluntary referral shall remain confidential.

A. The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. Teachers on voluntary referral may submit reports at their discretion.

B. Participating Teachers (PT) may volunteer (with the approval of their program director) to participate in the Program as part of an approved alternative evaluation plan.

13.12 **Superintendent Action:** The Panel's final report shall be forwarded to the Superintendent in April. Nothing herein shall be interpreted as limiting the authority of the Superintendent to initiate any form of discipline, up to and including dismissal, of the referred teacher consistent with Education Code 44932, Unsatisfactory Performance.

13.13 **Length of Participation:** The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives satisfactory evaluation or the teacher is separated from the County Office. The Joint Panel will provide the County Office their assessment of the Participating Teacher's demonstration of satisfactory improvement. The County Office has final authority to determine whether the Participating Teacher has demonstrated satisfactory improvement.

13.14 **Confidentiality:** Documents generated by consulting teachers and Panel members regarding specific referred teachers as part of the PAR Program shall be deemed personnel records and shall remain confidential to the extent required by the law.

Panel deliberations regarding individual teachers shall be closed and confidential.

13.15 **Beginning Teacher Referral**

Purpose of Program: The program shall provide new teachers a support system which shall include, frequent classroom observations, curriculum support, model lessons, coaching and other components of BTSA and mentoring programs determined by the Panel to be appropriate.

13.16 **Permanent Voluntary Referrals**

- A. Purpose of the Program: Voluntary Participating Teachers are individuals who wish to grow and learn with the assistance from a peer or who may be seeking assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on the practical application of certain teaching skills or the acquisition of a new subject matter for professional development.
- B. Alternative Evaluation: Those teachers participating in an alternative evaluation program set forth in Section 14.4 of this Agreement or any teacher in the off year of the evaluation Cycle, may utilize a Consulting Teacher's assistance.
- C. Professional Growth Plan:

As required by the Section 14.4 of the Agreement, the Volunteering teacher must first submit to the evaluating Program Administrator a written plan for an alternative evaluation, including the name of any preferred Consulting Teacher. If the plan is approved by the Program Administrator and involves an assignment of a Consulting Teacher, the plan will be submitted to the Joint Panel for the assignment of a Consulting Teacher. The Consulting Teacher shall meet with the Program Administrator and the Voluntary Participating Teacher for planning and coordinating the plan. The process for utilizing Consulting Teachers for professional growth on off-cycle years shall be the same as above except that the procedures for evaluation contained in Article 14.3 of the Agreement need not be followed.

13.17 **Permanent Teacher Due Process Rights**

The permanent teacher shall be entitled to review all reports

generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto his/her comments. To effectuate this right, Consulting Teacher shall provide the permanent teacher being reviewed with copies of such reports at least five (5) working days prior to any such meeting.

- A. The decision to refer a permanent teacher for intervention through this Program shall not be subject to the grievance procedure.
- B. The permanent teacher shall have the right to timely reports of progress being made.
- C. The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another Consulting teacher substituted and to have those reasons considered by the Panel.
- D. This program in no manner diminishes the legal rights of bargaining unit members.
- E. Nothing herein shall modify or affect the County's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code 44938.
- F. Confidentiality: All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.

13.18 **Sequence of PAR Assistance/Intervention**

13.18.1 **YEAR 1**

- Teachers are referred if they receive an overall rating of "does not meet standards" from Program Administrators
- Teacher will be assigned a Consulting Teacher (see Article 13.8) by the PAR Panel

- The teacher, Consulting Teacher and Program Administrator will develop a plan for improvement and submit it to the PAR Panel for approval
 - The Consulting Teacher will provide on-going assistance to the participating teacher
 - The Program Administrator will complete classroom observations
 - The Program Administrator completes formal observation; if standards are met, PAR assistance with Consulting Teacher ends.
 - If improvements have been made, but the teacher still has some areas that do not meet Standards, the PAR Panel may recommend continuing assistance, determine the level of further assistance needed and refer to YEAR 2 Assistance Plan.
- ** If performance has not improved, the PAR Panel may recommend (by early March) that the Program Manager initiate dismissal procedures as provided in the Ed. Code.

13.18.2 YEAR 2

- Par Panel assigns Consulting Teachers
 - The participating teacher, Consulting Teacher, and Program Administrator develop plan for improvement and submit to the PAR Panel for approval
 - A formal evaluation is completed by an Evaluation Team composed of the Program Administrator, PAR Panel appointee and district/site Administrator, (if appropriate)
 - Consulting Teacher provides assistance
 - PAR Panel reviews the Consulting Teacher's reports on progress and the Evaluation Team's observation
 - Evaluation Team completes formal evaluation
 - Standards are met, PAR assistance with Consulting Teacher ends.
- * If improvements have been made, but the teacher still has some areas that do not meet Standards, the PAR Panel may recommend continuing Level 2 assistance for the following year.
- ** If the performance of the participating teacher is inadequate, the PAR Panel may recommend (by February 1st) that the Program Administrator may initiate dismissal procedures as provided in the Education Code.

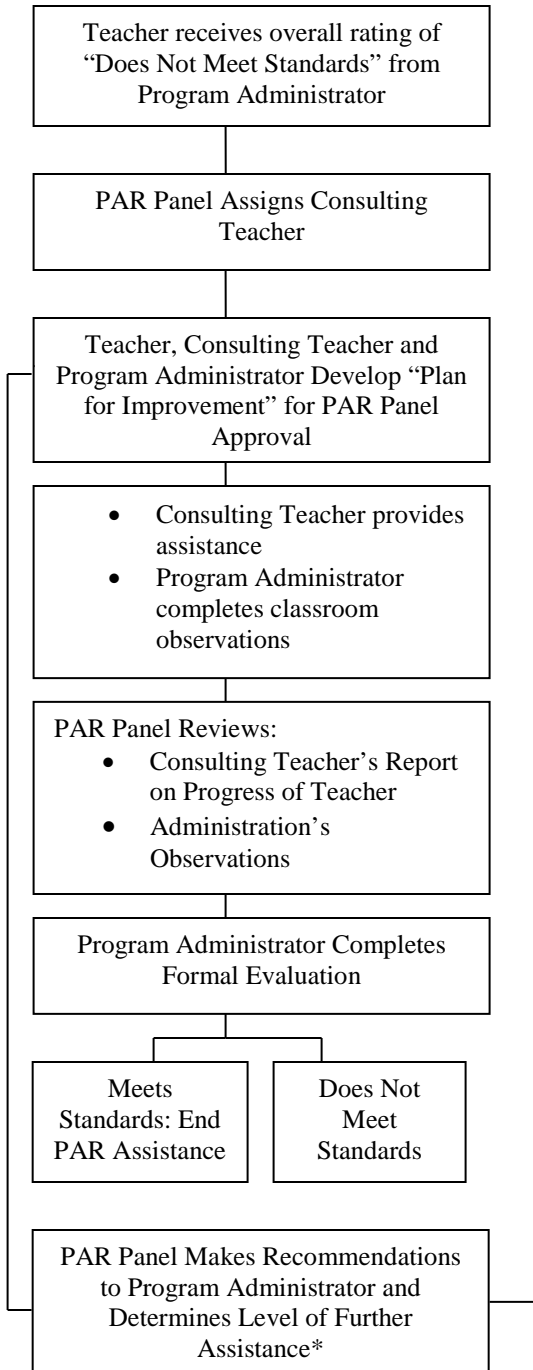
13.19 **Miscellaneous Provisions**

- A. Unit members who perform functions as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government codes providing their actions are within the scope of their duties.
- B. Reservation of Rights: This Program and the NCOE's evaluation functions shall operate independently of each other however a cooperative relationship among Program Administrators, pre-intern coaches and consulting teachers is encouraged with respect to the process of Peer Assistance and Review Program. Nothing within the Program shall prohibit or limit the Superintendent from exercising its legal or contractual rights regardless of the participation of a teacher within the Program.
- C. Reopeners: This Article shall be reopened at the request of either party at any time. A teacher shall not have access to the grievance process to challenge contents of reports, evaluations and decisions of the Panel, but may file responses, which shall become part of the official record of intervention.
- D. All teachers, Involuntary, Probationary or Voluntary Permanent, shall receive release time to participate in PAR.
- E. NCFT and NCOE will immediately develop a request for waiver for submission to the State Board of Education to facilitate CTE participation in the Program.
- F. Absent the waiver referenced in Section 5.5 and the subsequent appointment of a consulting teacher or coach from the CTE staff, CTE teachers shall not be eligible for involuntary referral to the Program.

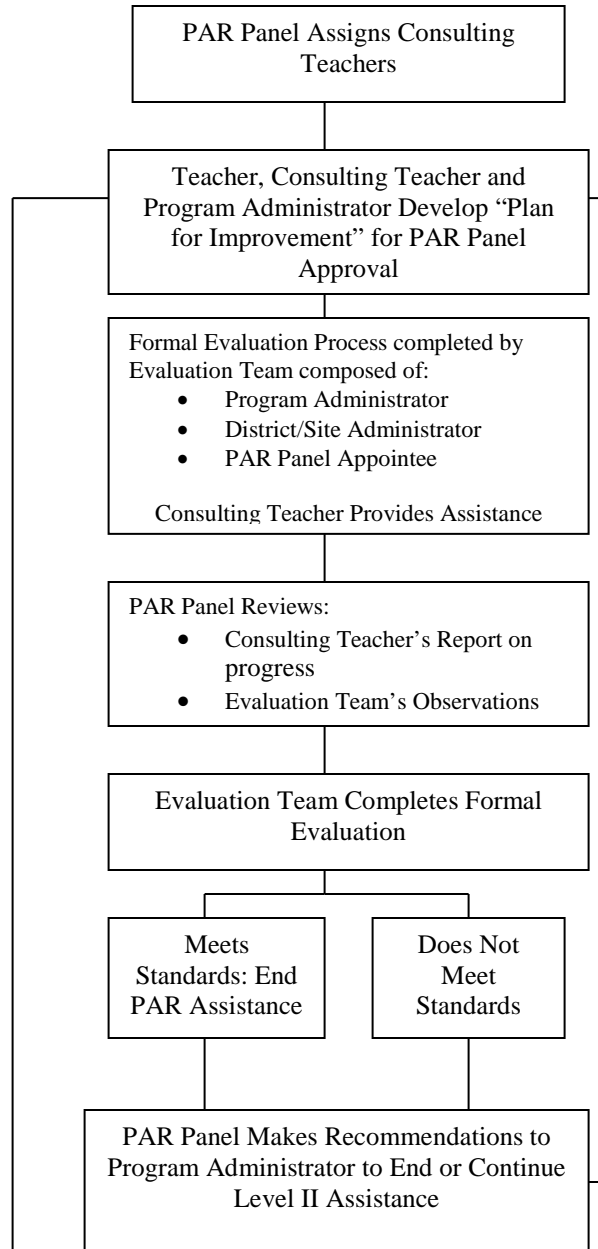
Article 13.19.1

PAR Assistance/Intervention Flow Chart

Year 1 Assistance



Year 2 Assistance



ARTICLE 14 - EMPLOYEE EVALUATIONS

14.1 Regulations

14.1.1 Teachers shall be given a copy of the evaluation instrument and deadlines, as well as written job descriptions within the first ten (10) days of school. Copies of changes will be provided to unit members as they occur. Orientation meetings shall be conducted within the established work year as needed. The Employer will meet and consult with the Union on orientation meeting agendas.

Evaluator will use the Napa County Continuum of Teaching Standards (based on the California Continuum of Teaching Standards) to evaluate K-12 teachers in the five domains with the continuum: planning and design instruction, classroom management, assessment, and professional responsibilities. (See Appendix D).

Evaluator will use the Napa County Continuum of Early Childhood Teaching Standards to evaluate Early Childhood teachers in the five domains with the continuum: planning and design instruction, classroom management, assessment, and professional responsibilities: (See Appendix D).

14.1.2 The evaluation process shall be concluded thirty (30) calendar days prior to the last day of school. Children's Center teachers will be evaluated within the same timeframe as other unit members. June 30 is to be considered the last day of school for year-round programs.

14.2 Process

Unit members may be evaluated by either Evaluation Process A or B. Evaluation Process A will be used unless the request for Process B is approved by the Employer. The Employer shall notify unit members who are to be formally evaluated by October 31 of each year. The evaluation and/or observation of unit members shall be the responsibility of management.

14.3 **Evaluation Process A**

- 14.3.1 Evaluation is based upon accumulated data from observations. Observations may be both formal and informal.

A formal observation is defined as one arranged by the evaluator and evaluatee at least two (2) days in advance of the observation.

An informal observation is unannounced.

- 14.3.2 Evaluations shall be prepared in writing at least annually for probationary and temporary teachers and at least every other year for permanent teachers. Permanent teachers may request an evaluation every year. Unit members who are permanent for more than half of their assignment shall be evaluated according to the cycle for permanent employees
- 14.3.3 The evaluator must hold a planning conference with each unit member to be evaluated before November 30 of each school year.
- 14.3.4 The evaluator and evaluatee shall agree on the elements upon which the evaluation is to be based. At the planning conference at least one (1) mutually agreed upon goal and objective is to be written for each of the five (5) areas on the evaluation forms. Objectives may be revised prior to March 1 by mutual consent of the evaluator and evaluatee. Evaluators and/or evaluatees have the option of attaching any pertinent documents, which relate to a goal or objective to the Evaluation Form.
- 14.3.5 At least one (1) formal observation and one (1) informal observation by the evaluator are required before the final evaluation conference. The formal evaluation will focus on the stated goals and objectives.
- 14.3.6 After an informal observation either the evaluator or evaluatee may request a conference. At the conference the evaluator will discuss with the unit member cited commendations and/or deficiencies and make specific recommendations for improvement.
- 14.3.7 A conference will be held within five (5) school days after a formal observation. At the conference the evaluator will discuss

with the unit member cited commendations and/or deficiencies and make specific written recommendations for improvement.

- 14.3.8 An evaluation conference will be held at least thirty (30) calendar days prior to the close of school. The conference following the formal observation conference (14.3.7) may serve this purpose. At the conference the evaluator will discuss with the unit member cited commendations and/or deficiencies and make specific written recommendations for improvement. Unit members will be given a copy of the complete evaluation at the time their signature is affixed, although such signature does not necessarily indicate agreement.

Factors not observed by the evaluator in on-site observations will not be included in the evaluation unless agreed to by the parties.

- 14.3.9 Teachers who disagree with their evaluation may, within five (5) days of receipt, reduce their comments to writing and have such comments attached to the evaluation in their personnel file.
- 14.3.10 Children Center & State Preschool Permit Teachers receiving a negative evaluation will be granted, upon their request, a subsequent observation conference and evaluation on the cited deficiencies. In the event that said deficiencies are corrected, the evaluation will reflect improvements made and will be attached to the above mentioned evaluation in the teacher's personnel file and shall be considered the current evaluation.

Certificated Teachers, Speech Therapists and Nurses receiving an unsatisfactory Performance Evaluation (based on Continuum of Teaching Standards) will be referred to the PAR Program. (Refer to Article 13.8).

14.3.11 **Alternatives To Meet Performance Deficiencies**

A unit member who receives an unsatisfactory evaluation in the area of teaching methods or instruction may be required by the Employer to participate in a program designed to improve appropriate areas of the unit member's performance. If the required program is during the regular school day, the Employer shall provide release time in order that the unit member may attend. If the program is outside the regular school day, the number of

hours per week required shall be limited to three (3). The unit member shall be compensated for these hours at the regular hourly rate. If the Employer requires that additional units of coursework be taken at an accredited institution of higher education, the Employer shall pay all costs related thereto, except that if the unit member wishes the units to be used for class transfer, the unit member must pay for the cost of the units taken.

14.3.12 **Action Plan to Improve Performance**

When an employee fails to meet job requirements or receives an evaluation citing “does not meet expectations in attainment of mutually established goals and objectives,” the evaluator will call a meeting of the employee, appropriate administrator, and NCFT representative.

The purpose of the meeting is to discuss and define an action plan to improve job performance. The plan will address specific areas in need of improvement. The plan will provide written, observable, and measurable objectives. This action plan will also include specific goals, objectives, timelines, and administrative support options (i.e., classes, mentoring, regular performance evaluation). This action plan will be reviewed at thirty (30), sixty, (60), and ninety (90) day intervals. When the employee meets the criteria to improve within the timetable, no further steps are required.

- 14.3.12.1 If the employee fails to meet the improvement criteria by the end of the ninety (90) days, the administrator may recommend a continued extension of the timeline with additional direction for improvement, or the administrator may recommend a transfer to a position where it is believed the employee will perform more satisfactorily.

After the transfer, support will be provided and the employee will be provided feedback on a continuing basis. If the employee meets the criteria by the end of ninety (90) days, no further steps are needed. If the employee shows continuing progress, the administration may provide continuing evaluation and support.

- 14.3.12.2 If performance remains unsatisfactory, the administration may choose to initiate procedures provided for in the Education Code.

14.4 **Evaluation Process B**

- 14.4.1 An evaluatee shall file a plan of professional activity with the unit member's immediate supervisor. The Employer must be in agreement with the program of the evaluation proposed by the evaluatee.

Those teachers participating in an alternative evaluation program may request the assistance of the PAR Consulting Teacher in the development and implementation of their plan for professional growth. (Refer to Article 13.6 B and C).

- 14.4.2 The Union's QuEST (Quality Educational Standards in Teaching) Committee shall develop a series of programs, which may provide an alternative to Process A. The Union will meet and consult with the Employer on the development of QuEST programs. These shall be placed on file at each work site and the County Office. Unit members are not limited to these programs.

ARTICLE 15 - SAFETY CONDITIONS OF EMPLOYMENT

- 15.1 Safety is a continuing concern to both Employer and unit members. The Employer shall provide a unit member with safe working conditions within the limitations of its financial capabilities.
- 15.2 The Employer and unit members shall conform to and comply with all health, safety, and sanitation requirements imposed by State and/or Federal law or regulations adopted under the State and/or Federal law including those prescribed by CAL-OSHA.
- 15.3 Unit members are to report any alleged unsafe or potentially unsafe conditions to their immediate supervisor. Oral communications shall be confirmed in writing. Upon receipt of the unit member's report of written unsafe conditions, the Superintendent/designee will acknowledge in writing what action will be taken on the reported condition. Such response shall occur within five (5) days.

15.4 Bodily Harm - Threats

Any unit member who is threatened with bodily harm or who suffers bodily harm by an individual or group while fulfilling assigned duties shall promptly make a report to the immediate supervisor who shall inform the Superintendent/designee and the designated law enforcement agency, when appropriate. The Employer shall give legal and other related assistance in accordance with applicable law for any assault upon the unit member while fulfilling assigned duties.

When absence arises out of or from such assault or injury, which occurs within the scope of employment, the unit member shall not forfeit any sick leave or personal leave. Damage or destruction of clothing or personal property that is affixed to a unit member while fulfilling duties within the scope of employment shall be reimbursed when damage is due to assault. Payment of claims for reimbursement for items other than specified here must have prior approval from the unit member's immediate management supervisor.

15.5 Occupational Exposure to Bloodborne Pathogens

- 15.5.1 The employer agrees to establish standards of protection from bloodborne pathogens for employees who may reasonably anticipate to come into contact with human blood and other

potentially infectious materials in the course of performing their assigned duties.

15.5.2 The employer agrees to establish a written exposure control plan for employees regarding occupational exposure to blood and other potentially infectious material. The control plan shall include the following provisions:

15.5.2.1 The employer shall publish and post health and safety rules at all work sites to reduce the risk of contamination.

15.5.2.2 The employer will establish a method for keeping records of exposure incidents, post-exposure follow-up, hepatitis B vaccinations, and employee training.

15.5.3 The employer will determine if the health plan covering employees provides Hepatitis B vaccinations without cost to the employee. If so, the employer will inform employees how to obtain vaccinations under the plan. In the event the plan does not provide for vaccinations, the employees with occupational exposure to bloodborne pathogens will be provided the following at employer expense.

15.5.3.1 Voluntary Hepatitis B vaccination series.

15.5.3.1.1 Employees who choose not to accept the vaccine must sign a declination form.

15.5.3.1.2 Employees who decline the vaccine may elect to be vaccinated at a later date.

15.5.4 Medical follow-up and appropriate counseling if an exposure incident occurs.

15.5.5 The employer agrees to provide inservice training on human immunodeficiency virus infection (HIV infection), acquired immune deficiency syndrome (AIDS), and Hepatitis B to all employees regarding occupational exposure to blood and other potentially infectious material. Training shall be provided as follows.

15.5.5.1 At the time of initial assignment to tasks where exposure may take place.

15.5.5.2 At least annually thereafter.

15.5.6 The employer agrees to provide warning labels and containers for regulated waste.

15.5.6.1 Bags and/or containers colored red may be substituted for labels.

15.5.6.2 Labels shall include the *Biohazard* legend:



BIOHAZARD

Or in the case of Regulated Waste the Legend:

BIOHAZARD WASTE

As described in Health & Safety Code Sections 25080-25082, these labels shall be fluorescent orange or orange-red or predominately so, with lettering and symbols in contrasting color.

15.6 **Career Technical Education (C.T.E.)**

As a precaution against accident and injury to staff and students, C.T.E. unit members will be consulted when new equipment, supplies, and materials are to be purchased.

15.7 **Special Safety Conditions**

Unit members who work with students who have potentially assaultive behaviors or medical conditions, which might prove injurious to them or others, shall be provided with a telephone and an emergency communication system. All unit members shall be provided with a lockable storage place.

15.8 **Bus Loading Zones**

The Employer shall provide safe and well-marked bus loading zones for the protection of students and unit members when assisting students on and off buses.

ARTICLE 16 - WORKING CONDITIONS

16.1 Personnel Files

- 16.1.1 The Employer shall establish and maintain a personnel file for each member of the unit. The file(s) shall be the official Employer repository for evaluation records.

Access to personnel files should be limited to the Superintendent, his/her designee, the department head, personnel officer, and the unit member/designee.

The Superintendent/designee shall indicate he/she has had access to the unit member's file by signing and dating a record maintained for that purpose by the personnel officer.

- 16.1.2 Material in personnel files of members of the unit shall be limited to documents and information, which may serve as a basis for affecting the status of their employment.
- 16.1.3 Every member of the unit shall have the right to inspect and receive a copy of such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the Employer.
- Such material is not to include ratings, reports, or records, which were obtained prior to the employment of the person, involved.
- 16.1.4 A representative chosen by the unit member may, at the unit member's request, authorize or accompany the unit member to review the material in his/her own personnel file, during non-duty hours.
- 16.1.5 Information of a derogatory nature, except material mentioned in 16.1.3 above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Prior to its placement in the personnel file, a unit member/designee shall have a right to meet with the Superintendent/designee to review the information of a derogatory nature before a determination of its propriety for placement in the personnel file is made. A unit member shall have the right to enter,

and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours and the unit member shall be released from duty for this purpose without salary reduction.

16.1.6 The unit member may have material placed in his/her personnel file which he/she feels is pertinent to his/her professional career.

16.1.7 No materials shall be entered in the unit member's file, which do not bear the author's signature and date of writing.

16.2 **Personal and Academic Freedom**

No electronic or mechanical devices shall be used for evaluation purposes without the unit member's consent.

16.3 **Public Charges**

16.3.1 Charges against a unit member shall not be made public.

16.3.2 All citizens with complaints against a unit member shall be requested to reduce the charge to writing. A copy of all written complaints shall be provided the unit member.

16.3.3 Upon receipt of a public charge, a supervisor is to maintain confidentiality while conducting his/her preliminary investigation. Confidentiality means information regarding the charge shall be shared among the Superintendent, supervisor(s), and the unit member only.

16.3.4 If the preliminary investigation of oral complaints does not result in resolution of the complaint, the unit member will be informed of the charge and afforded an opportunity to respond.

16.3.5 If the complaint is not resolved at the above level, a conference will be held with the unit member, administrator and complainant.

16.3.6 Any written summation resulting from the above procedures will be placed in a separate Complaint File. Access to this file should be limited to the Superintendent/designee and the unit member/designee. The unit member will be given an opportunity to attach a written response.

- 16.3.7 Public charges that are substantiated and proven may be made part of the personnel file according to Article 16.1.5.

16.4 Staff Development

- 16.4.1 Staff development programs shall be conducted at least once annually during regular work hours. At least one of the days designated, as a staff development day on the current school calendar shall be used for this purpose.
- 16.4.2 Each service unit with the County Office, i.e., Speech Therapists, Children's Center Permit Teachers, Special Education Teachers, and CTE Teachers shall be included in this annual staff development.
- 16.4.3 Staff development needs shall be assessed in cooperation with the unit members, Personnel Development Advisory Committee, and program managers.

16.5 Instructional Materials

- 16.5.1 The Employer shall supply unit members with the materials required to fulfill their educational responsibilities.
- 16.5.2 The Employer shall provide the Union and each work site with a copy of the preliminary and final budgets for each program on an annual basis upon request.

16.6 Instructional Aides

- 16.6.1 Whenever possible, unit members shall be involved in the selection process for hiring aides to be assigned to that unit member's classroom or duty schedule.

16.7 Re-employment Rights

For the period of 39 months from the date of such termination, any permanent employee who in the meantime has not attained the age of 65 years SHALL have the preferred right to reappointment in the order of original employment as determined by the board in accordance with the provisions of Sections 44831 to 44855, inclusive, if the number of employees is increased or the discontinued service is reestablished with no requirements that were not imposed upon other employees who continued in

service; provided that no probationary or other employee with less seniority SHALL be employed to render a service which said employee is certificated and competent to render. However, prior to reappointment any employee to teach a subject which he/she has not previously taught, and for which he/she does not have a teaching credential or which is not within the employee's major area of postsecondary study or the equivalent thereof, the governing board SHALL require the employee to pass a subject matter competency tests in the appropriate subject. (Ed. C. Section 44956)

The district demonstrates a specific need for personnel to teach a specific or course of study or to provide services authorized by a services credential with a specialization in either pupil personnel services or health for a school nurse, and the employee has special training and experience necessary to teach that course or course of study, or to provide those services, which others with more seniority do not possess.

ARTICLE 17 - EDUCATIONAL ENVIRONMENT COMMITTEE

17.1 Committee Structure and Purpose

- 17.1.1 The committee shall be composed of four (4) members, two selected by each party.
- 17.1.2 The unit members of the committee will be appointed by the NCFT. The administration members will be the Superintendent and/or his/her designee(s).
- 17.1.3 Unit members serving on this committee shall be provided release time to serve on alternate meeting dates.
- 17.1.4 The purpose of the committee will be to establish criteria and make decisions which shall be recommended to the Superintendent and/or Board as appropriate regarding the following:
 - A. Class Size
 - B. Class Composition
 - C. Space for classroom/instructional/professional duties

17.2 Meetings - Procedures for Handling Individual Concerns

- 17.2.1 If a unit member has a problem relative to any of the educational environment issues listed in Article 17.1.4 above, he/she shall complete a statement on the County Educational Environment Committee form and submit it to the unit member's immediate supervisor explaining the nature of the problem. The unit member's statement shall include recommended solutions. A copy shall be forwarded to the Superintendent. Forms for this purpose shall be developed by the Committee.
- 17.2.2 If the program supervisor does not respond to the problem satisfactorily within ten (10) work days or if no response is made, the member or supervisor may request the matter be considered by the Educational Environment Committee.
- 17.2.3 The Committee shall notify the unit member in writing

of its decision and a timetable for implementation of the solution.

17.2.4 Meeting - The Committee shall meet at a location arranged by the Committee Chairperson monthly, or as needed.

17.3 **Procedures - General**

It shall be the general responsibility of the Committee to be pro-active and meet on a regular basis to investigate educational environment issues that may have an impact on County programs.

ARTICLE 18 - QUEST FUND

- 18.1 The Napa County Office of Education will establish a sub-fund entitled the NCFT QUEST Fund in which the County will place an amount equal to one-third of the prior year's lottery income. These funds will be expended for instructional purposes.

Instructional purposes are defined as individual and program objectives expressed through expenditures for classroom instructional materials, instructional equipment, field trips, food supplies, special events, and educational conferences.

- 18.1.1 Fifty (50%) of the allocation shall be based on an FTE unit member basis among programs, i.e., College and Career Readiness, Special Education, (including the Occupational and Physical Therapists) , Juvenile Court/Community Schools, and Children's Centers for use by the individual unit member to further the instructional purposes of his/her class.

The funds for individual unit members will be allocated through the normal purchasing procedures and administrative channels of the Napa County Office of Education.

- 18.1.2 Fifty percent (50%) of the allocation will be for use in the program to further the annual goals and objectives of the program. Decisions regarding the expenditure of Program Funds shall be made by a committee composed of the program manager and unit members. A majority of the committee shall be unit members elected by unit members at a meeting called by the program manager for that purpose. The committee shall be convened at such a time to conduct its business as part of the annual budget development process for the succeeding school year.

Individual unit members may present plans and recommendations for expenditure of these funds to the committee which supplement their individual allocations which further the goals and objectives of the program.

For the purposes of this contract the allocation formula will be determined annually based on prior year annual average unit member FTE in each program.

18.1.3 QUEST funds as designated in 18.1.1 not expended during the current school year will be held in a fund to be added to the subsequent school year's allocation to unit members including OT/PT classified unit members.

All QUEST funds as designated in 18.1.2 not expended during the current school year will be held in a fund to be added to the subsequent school year's allocation for program use.

The intent is to take all surplus funds from one year and place them into next year's fund as a base and then reallocate according to the formula. This is intended for 18.1.1 and 18.1.2 lottery incomes.

ARTICLE 19 - GRIEVANCE PROCEDURE

19.1 Definitions

- 19.1.1 The term "grievance" shall mean a claim that there has been a misinterpretation, misapplication, or violation of this Agreement.
- 19.1.2 The term "grievant" shall mean the bargaining unit member alleging that he/she has been adversely affected and files a grievance.
- 19.1.3 The term "days" shall mean a day in which the administrative office is open for business.
- 19.1.4 Immediate supervisor is the lowest level supervisor who has been designated to adjust grievances and having immediate jurisdiction over the grievance. The Union shall be supplied a current and updated list of supervisors as defined herein.

19.2 General Application

- 19.2.1 At any level the grievant may be accompanied by:
 - 19.2.1.1 A representative of the Union
 - 19.2.1.2 A representative of his/her choice.
- 19.2.2 All grievance decisions at each level shall be provided to the Union in writing.
- 19.2.3 No decision or judgment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.
- 19.2.4 Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the grievant to submit an appeal at the next step of this procedure. However, time limits as specified may be extended at any time by written mutual agreement.
- 19.2.5 Whenever time for investigating or resolving grievances is necessary during the school day, the Union representative will be

allotted Union Leave as specified in the Leave policy of this Agreement.

19.2.6 Documents or records of any grievance shall be kept in a separate grievance file and shall not be placed in the personnel file of any grievant.

19.2.7 No grievance shall proceed to arbitration until the Union has been provided an opportunity to respond and present its case to the Arbitrator. The Union shall have three (3) days from notification by the Employer in which to respond regarding the presentation of its position on the grievance.

19.2.8 Notwithstanding other provisions of this article, on behalf of a grievant, the Union may:

19.2.8.1 Meet on a consultative basis with the Superintendent on potentially grievable matters prior to a grievance being filed.

19.2.8.2 Request a waiver of Level I of the Grievance Procedure from the Superintendent. This clause shall not negate the grievant's duty to present a timely grievance.

19.3 **Procedure**

The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within fifteen (15) days of the occurrence or the time the grievant knew or should have known of the occurrence giving rise to the allegations(s). The parties agree that these proceedings shall be as informal and confidential as appropriate at each level.

19.3.1 **Level I**

The grievant shall present his/her grievance to his/her immediate supervisor orally. The immediate supervisor shall orally respond to the grievant within five (5) days.

19.3.2 **Level II**

If the grievant is not satisfied with the response at Level I or if no response is made, the grievant may, within five (5) days after the oral response, reduce the grievance to writing and file it with the immediate supervisor stating the name of the grievant, the date of occurrence, the specific article violated, a description of the grievance, the specific remedy requested, and shall be signed and dated by the grievant. The grievant's supervisor shall respond within five (5) days in writing to the grievant.

19.3.3 **Level III**

If the grievant is not satisfied with the response at Level II or if no response is made within the time provided, the grievant may appeal in writing to the appropriate Associate Superintendent within five (5) days of receipt of Level II response. The appropriate Associate Superintendent shall respond to the grievant's appeal within five (5) days in writing.

19.3.4 **Level IV**

- 19.3.4.1 If not satisfied with the decision at Level III, the grievant may, within five (5) days of receipt of Level III response, submit a request in writing to the Superintendent/designee for arbitration of the dispute.
- 19.3.4.2 The arbitrator shall be selected from a list received by the parties from the California Mediation and Conciliation Service (CMCS). Selection shall be made by each party alternately striking names until only one (1) name remains.
- 19.3.4.3 The arbitrator shall conduct a hearing, at which both parties may present evidence. The Arbitrator shall render the decision in writing and shall set forth his/her findings in fact, reasoning, and conclusion on the issues submitted. The decision of the Arbitrator, consistent with the language of this Article shall be binding on both parties.
- 19.3.4.4 The fees and expenses of the arbitrator shall be shared equally by the County Office and Federation. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by

the other. If any grievance meeting or hearing shall be scheduled during the school day, a reasonable number of teachers required to participate as witnesses or grievants(s) in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

- 19.3.4.5 After a hearing and after both parties have had an opportunity to make oral and written arguments, the arbitrator shall submit in writing its findings and recommendations to the Superintendent and the grievant(s) which shall be advisory to the parties.
- 19.3.4.6 Neither party may rely upon grounds or evidence not previously disclosed to the others at Level III.

ARTICLE 20 - FAIR PRACTICE

20.1 The Employer and Union shall not discriminate in contradiction to law against any unit member on issues of evaluation, transfer, wages or any other condition of this Agreement on the basis of race, ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression or genetic information or any other characteristic identified in Education Code 200 or 220, Penal Code 422.55, Government Code 11135, or based with a person or group with one or more of these actual or perceived characteristics, and policies of NCOE as they relate to this Agreement.

ARTICLE 21 - MEET AND CONSULT AGREEMENTS

- 21.1 Meet and Consult topics between Employer and Union shall include, but not be limited to, the following subjects:
 - 21.1.1 Teacher relationship with non-teaching personnel.
 - 21.1.2 Staffing for the following school year by February 15.
 - 21.1.3 The selection process for teacher representatives who serve on committees, commissions, or other bodies established by the Employer which require employee representation.
 - 21.1.4 Educational objectives and school operations which affect unit members.
- 21.2 The County agrees to meet with the NCFT regarding any anticipated program changes or facility closures at least thirty (30) days in advance of taking any action on these subjects.

ARTICLE 22 - SAVINGS

- 22.1 In the event that any provision of this Agreement is, or at any time shall be, contrary to law as determined by a court of competent jurisdiction, all other provisions of this Agreement shall continue in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. The parties shall meet upon request to discuss the invalidation and negotiate a replacement clause if necessary.

ARTICLE 23 - COMPLETION OF AGREEMENT

- 23.1 The Union and the Employer agree to support this Agreement for its term. The Employer pledges that management will comply with the contract and the Union pledges that unit members will comply with the contract.
- 23.2 This document comprises the entire Agreement between the Employer and employees on the matters within the lawful scope of negotiation. The Employer and Union shall have no further obligation to meet and negotiate during the term of this Agreement.

ARTICLE 24 - TERM

24.1 The term of this successor contract shall be from July 1, 2016 through June 30, 2019.

Reopeners for fiscal year 2017-18 shall include salaries, benefits, and up to two non-monetary language articles.

Reopeners for fiscal year 2018-19 shall include salaries, benefits, and up to two non-monetary language articles.

AGREED THIS 1ST DAY OF June, 2017.

Napa County Superintendent of Schools

President, Napa County Federation of Teachers, American Federation of Teachers, Local 4067, AFL-CIO

APPENDICES

- A** Salary Schedule for Child Development Teachers (Effective 1/1/17)
- B** Salary Schedules for Teachers, Resource Specialists, Speech Therapists, CTE Teachers and Nurses for 180 days, 182 days, 193 days and 200 days (Effective 1/1/17)
- C** Salary Schedule Placement and Advancement for CTE Teachers
- D** Guidelines for Evaluation of Certificated Personnel
- E** Declaration of Domestic Partnership

2016-17 Salary Schedule for Child Development Permit Teachers
Effective 1/1/17

223 Days	ECE Assoc. Teacher (Permit)	ECE Teacher (Permit)	ECE Site Supervisor (Permit)
<u>Step</u>	1	2	3
1	\$30,651	\$32,184	\$33,793
2	\$31,685	\$33,269	\$34,932
3	\$32,699	\$34,334	\$36,051
4	\$33,695	\$35,380	\$37,149
5	\$34,669	\$36,402	\$38,222
6	\$35,622	\$37,403	\$39,273
7	\$36,552	\$38,380	\$40,299
8	\$37,458	\$39,331	\$41,298
9	\$38,340	\$40,257	\$42,270
10	\$39,198	\$41,158	\$43,216
11	\$40,031	\$42,033	\$44,135
12	\$40,838	\$42,880	\$45,024
14	\$41,622	\$43,703	\$45,888
16	\$42,380	\$44,499	\$46,724
18	\$43,115	\$45,271	\$47,535
20	\$43,823	\$46,014	\$48,315
22	\$44,508	\$46,733	\$49,070
24	\$45,169	\$47,427	\$49,798

Annual Bachelor's Degree Stipend - \$500

200 Days	ECE Assoc. Teacher (Permit)	ECE Teacher (Permit)	ECE Site Supervisor (Permit)
<u>Step</u>	1	2	3
1	\$27,490	\$28,865	\$30,308
2	\$28,417	\$29,838	\$31,329
3	\$29,326	\$30,793	\$32,333
4	\$30,220	\$31,731	\$33,317
5	\$31,093	\$32,648	\$34,280
6	\$31,948	\$33,545	\$35,222
7	\$32,782	\$34,422	\$36,143
8	\$33,595	\$35,274	\$37,039
9	\$34,386	\$36,105	\$37,910
10	\$35,155	\$36,913	\$38,759
11	\$35,902	\$37,698	\$39,583
12	\$36,626	\$38,457	\$40,380
14	\$37,329	\$39,196	\$41,155
16	\$38,009	\$39,909	\$41,905
18	\$38,668	\$40,602	\$42,632
20	\$39,303	\$41,268	\$43,332
22	\$39,917	\$41,913	\$44,009
24	\$40,510	\$42,535	\$44,662

Annual Bachelor's Degree Stipend - \$500

2017-18 Salary Schedule for Credentialed Teachers, Speech Therapists, ROP/CTE Teachers and Nurses
Effective 7/1/17

Days 182	I	II	III	IV	V	VI
				Masters or	Masters+15	
	Bachelors	Bachelors	Bachelors	Bachelors	Bachelors	Masters
Step	Degree	& 15 Units	& 30 Units	& 45 Units	& 60 Units	& 30 Units
1	\$48,616	\$51,047	\$53,599	\$56,279	\$59,093	\$62,048
2	\$50,074	\$52,578	\$55,207	\$57,967	\$60,866	\$63,909
3	\$50,074	\$52,578	\$55,207	\$57,967	\$60,866	\$63,909
4	\$50,074	\$52,578	\$55,207	\$57,967	\$60,866	\$63,909
5	\$50,074	\$52,578	\$55,207	\$57,967	\$60,866	\$63,909
6	\$51,576	\$54,155	\$56,863	\$59,706	\$62,692	\$65,826
7	\$52,535	\$55,162	\$57,921	\$60,817	\$63,858	\$67,050
8	\$53,848	\$56,541	\$59,369	\$62,337	\$65,454	\$68,726
9	\$55,194	\$57,955	\$60,853	\$63,895	\$67,090	\$70,444
10	\$55,884	\$59,404	\$62,374	\$65,492	\$68,767	\$72,205
11	\$56,583	\$60,147	\$63,933	\$67,129	\$70,486	\$74,010
12	\$57,290	\$60,899	\$64,732	\$68,807	\$72,248	\$75,860
13	\$58,006	\$61,660	\$65,541	\$69,667	\$73,151	\$76,808
14	\$58,731	\$62,431	\$66,360	\$70,538	\$74,065	\$77,768
15				\$71,067	\$74,620	\$78,351
16				\$71,600	\$75,180	\$78,939
17				\$72,137	\$75,744	\$79,531
18				\$72,678	\$76,312	\$80,127
19				\$73,223	\$76,884	\$80,728
20				\$73,772	\$77,461	\$81,333
21				\$74,325	\$78,042	\$81,943
22				\$74,882	\$78,627	\$82,558

Retention Bonuses: Bargaining unit members shall receive a retention bonus added to their annual salary of:

- 2% of salary upon movement from Step 2 to Step 3
- 3% of salary upon movement from Step 3 to Step 4
- 4% of salary upon movement from Step 4 to Step 5
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 6 to Step 7
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 7 to Step 8
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 8 to Step 9
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 9 to Step 10
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 10 to Step 11

Longevity:

Unit members shall receive 3% longevity at 20 years of continuous service.

Unit members shall receive 3% longevity at 25 years of continuous service.

Days 182.5	I	II	III	IV	V	VI
				Masters or	Masters+15	
	Bachelors	Bachelors	Bachelors	Bachelors	Bachelors	Masters
Step	Degree	& 15 Units	& 30 Units	& 45 Units	& 60 Units	& 30 Units
1	\$48,750	\$51,187	\$53,746	\$56,434	\$59,255	\$62,218
2	\$50,212	\$52,722	\$55,359	\$58,126	\$61,033	\$64,085
3	\$50,212	\$52,722	\$55,359	\$58,126	\$61,033	\$64,085
4	\$50,212	\$52,722	\$55,359	\$58,126	\$61,033	\$64,085
5	\$50,212	\$52,722	\$55,359	\$58,126	\$61,033	\$64,085
6	\$51,718	\$54,304	\$57,019	\$59,870	\$62,864	\$66,007
7	\$52,679	\$55,314	\$58,080	\$60,984	\$64,033	\$67,234
8	\$53,996	\$56,696	\$59,532	\$62,508	\$65,634	\$68,915
9	\$55,346	\$58,114	\$61,020	\$64,071	\$67,274	\$70,638
10	\$56,038	\$59,567	\$62,545	\$65,672	\$68,956	\$72,403
11	\$56,738	\$60,312	\$64,109	\$67,313	\$70,680	\$74,213
12	\$57,447	\$61,066	\$64,910	\$68,996	\$72,446	\$76,068
13	\$58,165	\$61,829	\$65,721	\$69,858	\$73,352	\$77,019
14	\$58,892	\$62,603	\$66,542	\$70,732	\$74,268	\$77,982
15				\$71,262	\$74,825	\$78,566
16				\$71,797	\$75,387	\$79,156
17				\$72,335	\$75,952	\$79,749
18				\$72,878	\$76,522	\$80,347
19				\$73,424	\$77,095	\$80,950
20				\$73,975	\$77,674	\$81,556
21				\$74,529	\$78,256	\$82,168
22				\$75,088	\$78,843	\$82,785

Retention Bonuses: Bargaining unit members shall receive a retention bonus added to their annual salary of:

- 2% of salary upon movement from Step 2 to Step 3
- 3% of salary upon movement from Step 3 to Step 4
- 4% of salary upon movement from Step 4 to Step 5
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 6 to Step 7
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 7 to Step 8
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 8 to Step 9
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 9 to Step 10
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 10 to Step 11

Longevity:

Unit members shall receive 3% longevity at 20 years of continuous service.

Unit members shall receive 3% longevity at 25 years of continuous service.

Days 186	I	II	III	IV	V	VI
				Masters or	Masters+15	
	Bachelors	Bachelors	Bachelors	Bachelors	Bachelors	Masters
Step	Degree	& 15 Units	& 30 Units	& 45 Units	& 60 Units	& 30 Units
1	\$49,684	\$52,169	\$54,777	\$57,516	\$60,392	\$63,412
2	\$51,175	\$53,734	\$56,420	\$59,241	\$62,204	\$65,314
3	\$51,175	\$53,734	\$56,420	\$59,241	\$62,204	\$65,314
4	\$51,175	\$53,734	\$56,420	\$59,241	\$62,204	\$65,314
5	\$51,175	\$53,734	\$56,420	\$59,241	\$62,204	\$65,314
6	\$52,710	\$55,345	\$58,113	\$61,018	\$64,070	\$67,273
7	\$53,690	\$56,374	\$59,194	\$62,154	\$65,261	\$68,524
8	\$55,031	\$57,784	\$60,674	\$63,707	\$66,893	\$70,236
9	\$56,407	\$59,229	\$62,190	\$65,299	\$68,565	\$71,992
10	\$57,112	\$60,710	\$63,745	\$66,931	\$70,278	\$73,792
11	\$57,827	\$61,469	\$65,338	\$68,604	\$72,035	\$75,637
12	\$58,549	\$62,237	\$66,155	\$70,319	\$73,836	\$77,527
13	\$59,281	\$63,015	\$66,981	\$71,198	\$74,759	\$78,496
14	\$60,022	\$63,803	\$67,818	\$72,088	\$75,693	\$79,477
15				\$72,629	\$76,260	\$80,073
16				\$73,174	\$76,832	\$80,674
17				\$73,722	\$77,409	\$81,279
18				\$74,275	\$77,989	\$81,888
19				\$74,832	\$78,574	\$82,502
20				\$75,393	\$79,163	\$83,121
21				\$75,959	\$79,757	\$83,744
22				\$76,528	\$80,355	\$84,372

Retention Bonuses: Bargaining unit members shall receive a retention bonus added to their annual salary of:

- 2% of salary upon movement from Step 2 to Step 3
- 3% of salary upon movement from Step 3 to Step 4
- 4% of salary upon movement from Step 4 to Step 5
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 6 to Step 7
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 7 to Step 8
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 8 to Step 9
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 9 to Step 10
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 10 to Step 11

Longevity:

Unit members shall receive 3% longevity at 20 years of continuous service.

Unit members shall receive 3% longevity at 25 years of continuous service.

Days 200	I	II	III	IV	V	VI
				Masters or	Masters+15	
	Bachelors	Bachelors	Bachelors	Bachelors	Bachelors	Masters
Step	Degree	& 15 Units	& 30 Units	& 45 Units	& 60 Units	& 30 Units
1	\$53,424	\$56,096	\$58,900	\$61,845	\$64,937	\$68,185
2	\$55,026	\$57,778	\$60,667	\$63,700	\$66,886	\$70,230
3	\$55,026	\$57,778	\$60,667	\$63,700	\$66,886	\$70,230
4	\$55,026	\$57,778	\$60,667	\$63,700	\$66,886	\$70,230
5	\$55,026	\$57,778	\$60,667	\$63,700	\$66,886	\$70,230
6	\$56,677	\$59,511	\$62,487	\$65,611	\$68,892	\$72,336
7	\$57,731	\$60,618	\$63,649	\$66,832	\$70,174	\$73,681
8	\$59,174	\$62,133	\$65,241	\$68,502	\$71,927	\$75,523
9	\$60,653	\$63,687	\$66,871	\$70,214	\$73,725	\$77,411
10	\$61,411	\$65,279	\$68,543	\$71,969	\$75,568	\$79,346
11	\$62,179	\$66,096	\$70,256	\$73,768	\$77,457	\$81,330
12	\$62,956	\$66,922	\$71,134	\$75,612	\$79,393	\$83,363
13	\$63,743	\$67,758	\$72,023	\$76,557	\$80,386	\$84,404
14	\$64,540	\$68,605	\$72,923	\$77,514	\$81,390	\$85,459
15				\$78,096	\$82,000	\$86,100
16				\$78,681	\$82,615	\$86,746
17				\$79,271	\$83,235	\$87,397
18				\$79,866	\$83,859	\$88,052
19				\$80,465	\$84,488	\$88,712
20				\$81,068	\$85,122	\$89,377
21				\$81,676	\$85,760	\$90,047
22				\$82,288	\$86,403	\$90,723

Retention Bonuses: Bargaining unit members shall receive a retention bonus added to their annual salary of:

- 2% of salary upon movement from Step 2 to Step 3
- 3% of salary upon movement from Step 3 to Step 4
- 4% of salary upon movement from Step 4 to Step 5
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 5 to Step 6
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 6 to Step 7
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 7 to Step 8
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 8 to Step 9
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 9 to Step 10
- 75% of the retention bonus paid to the unit member in the prior fiscal year upon movement from Step 10 to Step 11

Longevity:

Unit members shall receive 3% longevity at 20 years of continuous service.

Unit members shall receive 3% longevity at 25 years of continuous service.

CTE Designated Subjects Teacher Salary Schedule

Class 1: Business and Industry Partnership Teacher (BIPT) Authorization. Minimum of three years of relevant industry experience directly related to subject area. One year equals a minimum of 1000 clock hours; experience can be paid or unpaid. Examples include: Work experience, college-level related course work, non-college related course work, occupational internship and vocational teaching experience.

The BIPT will expire at the end of the employing agency's school year. The permit is not renewable and may be issued to an individual only once.

Class 2: Minimum of three years of relevant industry experience directly related to subject area. One year equals a minimum of 1560 clock hours; experience can be paid or unpaid. Examples include: Work experience, college-level related course work, non-college related course work, occupational internship and vocational teaching experience. Align to the three year CTE Designated Subjects Credential requirement.

Class 3: Three years of teaching experience and a clear CTE Designated-Subjects Credential.

Class 4: Clear CTE Designated Subjects Credential, four years of teaching experience and 675 hours of approved professional learning consisting of education, externship and/or industry certification directly related to subject matter being taught.

Class 5: Clear credential, six years of teaching experience and a total of 1350 hours of approved professional learning consisting of education, externship and/or industry certification directly related to subject matter being taught.

Class 6: Clear credential, eight years of teaching experience and a total of 2000 hours of approved professional learning consisting of education, externship and/or industry certification directly related to subject matter being taught.



NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

<p>GUIDELINES FOR EVALUATION OF CERTIFICATED PERSONNEL</p>

GOALS OF CERTIFICATED TEACHING PERSONNEL EVALUATION

The purpose of evaluation is to improve the quality of education in the county *(See NCFT/NCOE Collective Bargaining Agreement Article 14- Employee Evaluation)*

CRITERIA FOR EVALUATION

(California State Standards for the Teaching Profession)

1. Engaging and supporting all students in learning
2. Creating and maintaining effective environments for student learning
3. Understanding and organizing subject matter for student learning
4. Planning instruction and designing learning experiences for all students
5. Assessing student learning
6. Developing as a professional educator

(See Education Code 44660-44664 and California Standards for the Teaching Profession)

The NCFT/NCOE Collective Bargaining Agreement shall also be followed in the matter of evaluation procedures as well as the NCOE guidelines for evaluating certificated employees.



NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

PROCEDURES FOR EVALUATION OF CERTIFICATED PERSONNEL

OVERVIEW

A good source of information will be Guidelines for Evaluation of Certificated Teaching Personnel in Relation to Program.

Certificated evaluation is an on-going process with the Napa County Office of Education. The improvement of instruction through the evaluation of teaching strategies is the goal. The Evaluatee and the Evaluator will base the evaluation on established goals. The intent is for two people to work together to improve the instructional program. Whatever goals are agreed upon will be flexible in nature as they can be modified through mutual agreement.

The evaluation process can provide a strong means for improving the quality of instruction available to our students.

NOTE: When any permanent certificated employee has received an unsatisfactory evaluation, the employing authority shall annually evaluate the employee until the employee achieves a positive evaluation or is separated from the NCOE.

PROCEDURES FOR EVALUATION OF CERTIFICATED PERSONNEL

The following sequence of events for evaluation to be followed:

A. Information for Evaluatees:

Each person scheduled for an evaluation will be given a copy of the following:

1. Guidelines for Evaluation of Certificated Teaching Personnel in Relation to Program
2. Educational Philosophy of the individual Napa County Office of Education department
3. Position Description

B. Informational Meeting (*May be either group or individual*):

Normally, no later than the first month of school, the Evaluator will meet with the unit members to be evaluated. At that time, distribution of the materials and evaluation procedure will be explained and questions will be answered.

C. Evaluation Planning Meeting (*Individual conference with Administrator*):

This meeting between the prime Evaluator/Designee and the Evaluatee will take place for the purpose of reaching an agreement upon the goals and objectives for the school year in six identified areas. The agreement may be modified by mutual agreement at any time during the evaluation period. This meeting is to take place by November 30th.

D. Classroom Observations:

1. Throughout the evaluation year, formal and informal observations will occur.
2. During the formal observation, the attached Classroom Observation Form must be used.
3. For the formal observation, date and time will be established, as well as subject matter and teaching strategies to be observed.
4. After the formal observation, a post-observation conference will be held. It is highly recommended that this conference should ***immediately*** follow the observation.

E. The final evaluation summary must be completed at least thirty (30) days prior to the end of the school year. The procedure for the evaluation of unit members will include:

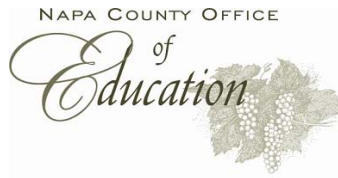
1. Schedule an evaluation appointment.
2. Any written report from PAR must be provided to Evaluatee and Evaluator.
3. In working draft form, the prime Evaluator/Designee shall state his/her opinion as to whether the goals/objectives agreed upon are in the process of being, or have been met and shall provide qualifying statements with direct references to the evaluation method used and the Educational Philosophy of the individual program.
4. The Evaluator and Evaluatee will exchange written informal evaluations and discuss areas of agreement or disagreement.
5. The Evaluator/Designee and Evaluatee will complete Final Evaluation Summary and give the Evaluatee an opportunity to make written comments or to state a written disagreement with the prime Evaluator/Designee's evaluation. The prime Evaluator and the Evaluatee will sign the Final Evaluation summary. The Evaluatees signature does not indicate the Evaluatee's agreement with the written evaluation, but indicates that he/she has read the report and understands that he/she will have the opportunity to respond in writing. If the Evaluatee submits a written response, it shall become a permanent part of all copies of the Evaluation Report.
6. If warranted, a "***Professional Growth Plan***" will be completed.

F. All evaluations of performance shall be done within the context of the instructional program(s) and the adjunct assignment(s) for which the Evaluatee is responsible.

Fully complete the Authorized Evaluation Form with all dates and signatures

SEND THE ORIGINAL TO NCOE HUMAN RESOURCES

Questions should be directed to the ***Director of Human Resources, 253-6824***



NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, PhD, Superintendent
Classroom Observation Form

Today's Date: _____

Evaluatee's Name: _____ **Evaluator:** _____

Grade Level/Subject Assignment: _____ **Certification Status:** _____

Years with NCOE: ____ **# Years in position being evaluated:** ____ **School Site/s:** _____

PERFORMANCE RATING BASED ON THE CALIFORNIA STANDARDS OF THE TEACHING PROFESSION (Ed. Code §44661.5)

1. **Satisfactory:** This rating demonstrates acceptable performance.
2. **Area of Concern:** This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the immediate supervisor.
3. **Unsatisfactory- Does Not Meet Standards:** This rating demonstrated unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

STANDARD 1- Engaging and Supporting All Students in Their Learning	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
1.1 Connecting students' prior knowledge, life experience and interests with learning goals					
1.1 Using a variety of instructional strategies and resources to respond to students' diverse needs					
1.3 Facilitating learning experiences that promote autonomy, interaction and choice					
1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful					
1.5 Promoting self-directed, reflective learning for all students					
COMMENTS:					

STANDARD 2 - Creating and Maintaining Effective Environments for Student Learning	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
2.1 Creating a physical environment that engages all students					
2.2 Establishing a climate that promotes fairness and respect					
2.3 Promoting social development and group responsibility					
2.4 Establishing and maintaining standards for student behavior					
2.5 Planning and implementing classroom procedures and routines that support student learning					
2.6 Using instructional time effectively					
COMMENTS:					

<u>STANDARD 3 - Understanding and Organizing Subject Matter for Student Learning</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
3.1 Demonstrating knowledge of subject matter content and student development					
3.2 Organizing curriculum to support student understanding of subject matter					
3.3 Interrelating ideas and information within and across subject matter areas					
3.4 Developing student understanding through instructional strategies appropriate to subject					
3.5 Using materials, resources, and technologies to make subject matter accessible to students					
COMMENTS:					

<u>STANDARD 4 - Planning Instruction and Designing Learning Experiences for All Students</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs					
4.2 Establishing and articulating goals for student learning					
4.2 Developing and sequencing instructional activities and materials for student learning					
4.4 Designing long and short-term plans to foster student learning					
4.5 Modifying instructional plans to adjust for student needs					
COMMENTS:					

<u>STANDARD 5 - Assessing Student Learning</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
5.1 Establishing and communicating learning goals for all students					
5.2 Collecting and using multiple sources of information to assess student learning					
5.3 Involving and guiding students in assessing their own learning					
5.4 Using the results of assessment to guide instruction					
5.5 Communicating with students, families and other audiences about student progress					
COMMENTS:					

<u>STANDARD 6 - Developing as a Professional Educator</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
6.1 Reflecting on teaching practice and planning professional development					
6.2 Establishing professional goals and pursuing opportunities to grow professionally					
6.3 Working with communities to improve professional practice					
6.4 Working with families to improve professional practice					
6.5 Working with colleagues to improve professional practice					
COMMENTS:					



NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

EVALUATION PLANNING OF CERTIFICATED PERSONNEL

Evaluatee's Name: _____ Evaluator: _____

Grade Level/Subject Assignment: _____ Certification Status: _____

Number of years with NCOE: _____ Number of years in position to be evaluated: _____

School Site(s): _____

GOALS

A. Following are the California Standards for the Teaching Profession which are the basis on which teachers are evaluated (Ed. Code §44661.5):

(1) Engaging and supporting all students in learning:

(2) Creating and maintaining effective environments for student learning:

(3) Understanding and organizing subject matter for student learning:

(4) Planning instruction and designing learning experiences for all students:

(5) Assessing student learning:

(6) Developing as a professional educator:

B. Observations:

Scheduled Times: _____ Unscheduled Times: _____

- C.** Techniques and data to be used in monitoring goals and/or instructional competencies may include those listed below. They are intended to provide data that may quantify student outcomes and provide the basis for discussions and possible further inquiry between the Evaluator and Evaluatee, and they should be interpreted relative to the student population in comparable classes, whenever possible.

Anecdotal Records

Other Techniques:

Individual Education Plan (IEP)

Time on Task Analysis

Analysis of Student Indicators:

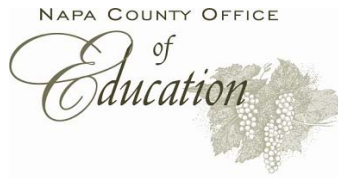
- | | | |
|-------------------|--------------------------------|------------------------------|
| • Attendance | • Principal and Dean Referrals | • Assessment Results/Reports |
| • Homework | • Schedule Change Requests | • Student Self-Evaluations |
| • Progress Report | • Grade Distributions | • Student Work Samples |
| • Other: | | |

Evaluatee's Signature

Date Signed

Evaluator's Signature

Date Signed



NAPA COUNTY OFFICE OF EDUCATION

Barbara Nemko, PhD, Superintendent

Final Evaluation Summary (K-Adult)

Today's Date: _____

Evaluatee's Name: _____ Evaluator: _____

Grade Level/Subject Assignment: _____ Certification Status: _____

Years with NCOE: ____ # Years in position being evaluated: ____ School Site/s: _____

PERFORMANCE RATING BASED ON THE CALIFORNIA STANDARDS OF THE TEACHING PROFESSION (Ed. Code §44661.5)

1. **Satisfactory:** This rating demonstrates acceptable performance.
2. **Area of Concern:** This rating exhibits the potential to meet standards but demonstrates a lack of consistently acceptable performance. Specific recommendations for overcoming the stated area needing improvement shall be presented by the immediate supervisor.
3. **Unsatisfactory- Does Not Meet Standards:** This rating demonstrated unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

STANDARD 1- Engaging and Supporting All Students in Their Learning	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
1.1 Connecting students' prior knowledge, life experience and interests with learning goals					
1.1 Using a variety of instructional strategies and resources to respond to students' diverse needs					
1.3 Facilitating learning experiences that promote autonomy, interaction and choice					
1.4 Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful					
1.5 Promoting self-directed, reflective learning for all students					

COMMENTS:

STANDARD 2 - Creating and Maintaining Effective Environments for Student Learning	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
2.1 Creating a physical environment that engages all students					
2.2 Establishing a climate that promotes fairness and respect					
2.3 Promoting social development and group responsibility					
2.4 Establishing and maintaining standards for student behavior					
2.5 Planning and implementing classroom procedures and routines that support student learning					
2.6 Using instructional time effectively					

COMMENTS:

<u>STANDARD 3 - Understanding and Organizing Subject Matter for Student Learning</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
3.1 Demonstrating knowledge of subject matter content and student development					
3.2 Organizing curriculum to support student understanding of subject matter					
3.3 Interrelating ideas and information within and across subject matter areas					
3.4 Developing student understanding through instructional strategies appropriate to subject					
3.5 Using materials, resources, and technologies to make subject matter accessible to students					
COMMENTS:					

<u>STANDARD 4 - Planning Instruction and Designing Learning Experiences for All Students</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
4.1 Drawing on and valuing students' backgrounds, interests and developmental learning needs					
4.2 Establishing and articulating goals for student learning					
4.2 Developing and sequencing instructional activities and materials for student learning					
4.4 Designing long and short-term plans to foster student learning					
4.5 Modifying instructional plans to adjust for student needs					
COMMENTS:					

<u>STANDARD 5 - Assessing Student Learning</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
5.1 Establishing and communicating learning goals for all students					
5.2 Collecting and using multiple sources of information to assess student learning					
5.3 Involving and guiding students in assessing their own learning					
5.4 Using the results of assessment to guide instruction					
5.5 Communicating with students, families and other audiences about student progress					
COMMENTS:					

<u>STANDARD 6 - Developing as a Professional Educator</u>	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
6.1 Reflecting on teaching practice and planning professional development					
6.2 Establishing professional goals and pursuing opportunities to grow professionally					
6.3 Working with communities to improve professional practice					
6.4 Working with families to improve professional practice					
6.5 Working with colleagues to improve professional practice					
COMMENTS:					

Summary of Final Review: Commendations and recommendations must include those relative to the Standards. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement on a Professional Growth Plan. (ED Code §44664)

COMMENDATIONS:

RECOMMENDATIONS:

FINAL OVERALL PERFORMANCE COMMENTS:

Evaluator's Signature

Date Signed

EVALUATEE COMMENTS: _____

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

Evaluatee's Signature

Date Signed



NAPA COUNTY OFFICE OF EDUCATION

NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, Ph.D., Superintendent

EVALUATION CERTIFICATED PERSONNEL PROFESSIONAL GROWTH PLAN

Evaluatee's Name: _____ Date: _____

School Site: _____ Program/Grade/Subject: _____

A. Standards/Areas requiring improvement:

B. Evaluatee's next steps:

C. Resources:

D. Conference follow-up date(s):

Evaluatee's Signature

Date Signed

Evaluator's Signature

Date Signed

Results of Professional Growth Plan: _____



NAPA COUNTY OFFICE OF EDUCATION
Barbara Nemko, PhD, Superintendent

Early Childhood Education Programs
Classroom Observation Form

Today's Date: _____

Evaluatee's Name: _____ **Evaluator:** _____

Grade Level/Subject Assignment: _____ **Certification Status:** _____

Years with NCOE: ____ **# Years in position being evaluated:** ____ **School Site/s:** _____

PERFORMANCE RATING BASED ON THE CALIFORNIA STANDARDS OF THE TEACHING PROFESSION (Ed. Code §44661.5)

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3. **Unsatisfactory- Does Not Meet Standards:** This rating demonstrated unacceptable performance. Specific recommendations for overcoming the stated areas needing improvement shall be presented by the immediate supervisor.

STANDARD 1- Engaging and Supporting All Students in Their Learning (Engaging and supporting all families and children in child development and learning)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
1.1 Demonstrates the ability to apply basic teaching strategies					
1.2 Observation of teacher showing rapport with their students and parents					
1.3 Use of instructional materials and resources that are suitable to the instructional goals and engaging for students. (Observation of child interacting with teacher, parent, peers and material, implies knowledge of child development)					
1.4 Demonstrate ability to participate in a relationship-based approach with parents and their children <i>(ECSE Staff Only)</i>					
1.5 Ability to apply knowledge of cultural and linguistic diversity by relating effectively with families					
1.6 Ability to incorporate child and family as team members in child's educational experience					
COMMENTS: _____ _____ _____					

STANDARD 2 - Creating and Maintaining Effective Environments for Student Learning (Creating and maintaining effective environments to optimize children's learning)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
2.1 Manages classroom environment to optimize learning					
2.2 Encourages inclusion and natural environments <i>(ECSE Staff Only)</i>					
2.3 Establish and maintain a positive social environment in the classroom					
2.4 Plans and implements effective intervention programs					
2.5 Demonstrate ability to integrate specialized services into daily routine/schedule <i>(ECSE Staff Only)</i>					
COMMENTS: _____ _____ _____					

STANDARD 3 - Understanding and Organizing Subject Matter for Student Learning (Plan effective curriculum and learning experiences for children)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
3.1 Demonstrate knowledge of child development (typical and atypical)					
3.2 Organizing curriculum to support student learning					
3.3 Using materials, resources and technologies to make learning accessible to all students (adapting the curriculum for specific individual needs)					
COMMENTS: _____ _____ _____					

STANDARD 4 - Planning Instruction and Designing Learning Experiences for All Students (Demonstrates understanding how children learn and ability to utilize generic teaching strategies)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
4.1 Demonstrates ability to plan activities and strategies with Integrated Therapy Team members					
4.2 Demonstrates ability to modify instructional plans to adjust for student needs					
4.3 Incorporates a variety of resources, materials and methods using a variety of modalities (art, music, language, movement)					
4.4 Demonstrate ability to develop short and long term lesson plans					
4.5 Demonstrates ability to plan learning experiences that promote growth in the areas of communication skills, cognitive skills, emotional and social growth, motor skills, self-help skills an academic readiness					
COMMENTS: _____ _____ _____					

STANDARD 5 - Assessing Student Learning (Appropriately and completely assess strengths and needs of children)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
5.1 Demonstrate ability to select appropriate formal and informal assessment tools					
5.2 Demonstrate ability to perform individual ongoing assessment					
5.3 Demonstrate ability to use results of assessment to guide instruction					
5.4 Demonstrate ability to communicate assessment results with families and other professionals as needed					
COMMENTS: _____ _____ _____					

STANDARD 6 - Developing as a Professional Educator (Professional Practice)	Observed/ Evidence	Not Observed	Satisfactory	Area of Concern	Does Not Meet Standards
6.1 Maintain professional behavior in all job related functions					
6.2 Demonstrates effective collaborative and interpersonal skills					
6.3 Pursue opportunities to grow professionally					
6.4 Attentive participation at all program related in-services					
COMMENTS: _____ _____ _____					



State of California

Secretary of State

FILE NO: _____

Declaration of Domestic Partnership

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

We the undersigned, do declare that we meet the requirements of Family Code section 297, which are as follows:

- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- Both persons are at least 18 years of age, OR if one or both persons are under 18 years of age, a certified copy of the court order(s) granting permission to the underage person(s) to establish a domestic partnership is attached.
- Both persons are members of the same sex, **OR** one or both of the persons is over 62 years of age and one or both meet the eligibility criteria under Title II of the Social Security Act as defined in United States Code, title 42, section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in United States Code, title 42, section 1381 for aged individuals.
- Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief. Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Family Code section 298(c).)

PARTNER 1	PARTNER 2
Printed Name (Last) (First) (Middle)	Printed Name (Last) (First) (Middle)
Signature of Partner as Stated Above	Signature of Partner as Stated Above
<u>OPTIONAL</u> Name Changes:	<u>OPTIONAL</u> Name Changes:
New Last Name _____	New Last Name _____
New Middle Name _____	New Middle Name _____
Date of Birth (required for name change) _____	Date of Birth (required for name change) _____

Mailing Address	City	State	Zip
-----------------	------	-------	-----

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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