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Superior Court of California,
County of San Diego

07/07/2016 at 02:43:24 PM

Clerk of the Superior Court
By Jessica Pascual, Deputy Clerk

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SAN DIEGO – HALL OF JUSTICE
12

13 CALIFORNIA TAXPAYERS ACTION)
14 NETWORK; and DOES 1 through 10,)

15 Plaintiffs and Petitioners,)

16 vs.)

17 RANDOLPH E. WARD; LORA L. DUZYK; and)
18 DOES 11 through 100,)

19 Defendants and Respondents;)

20 DOES 101 through 1,000,)

21 Real Parties in Interest.)

CASE NO. 37-2016-00022916-CU-MC-CTL

**VERIFIED COMPLAINT FOR
DECLARATORY, INJUNCTIVE, AND
OTHER EQUITABLE RELIEF BASED
ON VIOLATIONS OF THE CALIFORNIA
CONSTITUTION AND LAWS
PROHIBITING CONFLICTS OF
INTEREST, SELF-DEALING, AND
ABUSE OF PUBLIC OFFICE; AND
PETITION FOR WRIT OF MANDATE**

22 Plaintiff and Petitioner CALIFORNIA TAXPAYERS ACTION NETWORK alleges as follows
23 in this Verified Complaint for Declaratory, Injunctive, and Other Equitable Relief Based on Violations
24 of the California Constitution and Laws Prohibiting Conflicts of Interest, Self-Dealing, and Abuse of
25 Public Office; and Petition for Writ of Mandate:

26 **Parties**

27 1. Plaintiff and Petitioner CALIFORNIA TAXPAYERS ACTION NETWORK
28 ("Plaintiff") is a non-profit organization formed and operating under the laws of the State of California.

1 At least one of Plaintiff's members resides in and pays taxes within the geographical jurisdiction of the
2 San Diego County Office of Education ("SDCOE") and has an interest in, among other things, ensuring
3 that SDCOE's employees comply with all conflict-of-interest laws, avoid self-dealing, and maintain
4 open and transparent government decision-making. Plaintiff is suing on its own behalf and for its own
5 benefit, and on behalf of and for the benefit of its members, all persons similarly situated, all taxpayers
6 within SDCOE's geographical jurisdiction, and/or on behalf of SDCOE.¹

7 2. Defendants and Respondents RANDOLPH E. WARD ("WARD") and LORA L.
8 DUZYK ("DUZYK") are employed by SDCOE and are "officers or employees" within the meaning
9 of Government Code Section 1090 and are parties to the contracts being challenged in this proceeding.
10 At all times relevant to this lawsuit, WARD has been SDCOE's Superintendent and Chief Executive
11 Officer; and DUZYK has been SDCOE's Chief Business Officer.

12 3. The true names and capacities of the parties identified as DOES 1 through 1,000 are
13 unknown to Plaintiff, who will seek the Court's permission to amend this pleading in order to allege
14 the true names and capacities as soon as they are ascertained. Each of the fictitiously named Defendants
15 11 through 100 is a subject to Government Code Section 1090 and is a party to one or more contracts
16 being challenged in this proceeding, and each of the fictitiously named Real Parties in Interest 101
17 through 1,000 either is a party to one or more of the contracts, has some other cognizable interest in at
18 least one of the contracts, or would benefit from the relief sought in this lawsuit.

19 **Background Information**

20 4. Plaintiff challenges certain retroactive pay increases accepted by Defendant WARD and
21 certain pay increases authorized by Defendants for themselves without first obtaining the requisite
22 approval of San Diego County Board of Education ("BoE"). Defendant WARD has no legal right to
23 accept retroactive pay increases, and none of the Defendants has the legal authority to increase their
24

25
26 ¹ No matter how any portion of this pleading's allegations or prayer is construed, in no way does
27 Plaintiff intend to assert a claim or seek relief that is inconsistent with the following parameters: (1)
28 Plaintiff does not seek any relief greater than or different from the relief sought for the general public
or for a class of which Plaintiff's members residing within SDCOE's geographical jurisdiction are
themselves members. (2) This lawsuit seeks to enforce at least one important right affecting the public
interest and to confer at least one significant benefit, whether pecuniary or non-pecuniary, on the general
public or a large class of persons. (3) Private enforcement is necessary and places a disproportionate
financial burden on Plaintiff in relation to its stake in the matter.

1 compensation without first obtaining the BoE's approval. Such increases therefore violate the
2 California Constitution and other applicable laws.

3 5. Plaintiff is informed and believes and on that basis alleges:

4 A. On SDCOE's behalf and for its benefit, the BoE entered into a written
5 employment agreement with Defendant WARD on or about June 29, 2006 ("Employment Agreement),
6 and provided therein for an annual salary of \$265,000.00. On or about June 13, 2007, the BoE and
7 WARD amended the Employment Agreement for the first time and provided therein for a 4% increase
8 of his annual salary, ostensibly bringing it to \$275,600.00. On or about June 19, 2008, the BoE and
9 WARD amended the Employment Agreement for the second time and provided therein for a 3.8%
10 increase of his annual salary effective July 1, 2008, ostensibly bringing it to \$286,072.84.² On or about
11 June 12, 2009, the BoE and WARD amended the Employment agreement for the third time and
12 provided therein for no increase in his annual salary. On or about June 29, 2010, the BoE and WARD
13 amended the Employment Agreement for the fourth time and provided therein for no increase in his
14 annual salary. On or about June 17, 2011, the BoE and WARD amended the Employment Agreement
15 for the fifth time and provided therein for no increase in his annual salary. On or about June 13, 2012,
16 the BoE and WARD amended the Employment Agreement for the sixth time and provided therein for
17 no increase in his annual salary. On or about June 12, 2013, the BoE and WARD amended the
18 Employment Agreement for the seventh time and provided therein for a 1% increase of his annual salary
19 *retroactive* to July 1, 2012, ostensibly bringing it to \$288,933.57. On or about June 11, 2014, the BoE
20 and WARD amended the Employment Agreement for the eighth time and provided therein for a 2%
21 increase of his annual salary *retroactive* to July 1, 2013, and a 1% increase of his annual salary
22 *retroactive* to January 1, 2014, ostensibly bringing it to \$297,659.36; the amendment also provided that
23 WARD "shall receive a salary increase each year equal to the increase rate given to SDCOE certificated
24 teachers."³ On or about July 9, 2014, the BoE and WARD amended the Employment Agreement for
25 the ninth time but made no provision therein for a change of his annual salary. A true and correct copy
26

27 ² Plaintiff is informed and believes and on that basis alleges that Defendant WARD did not claim this
28 raise until approximately June 11, 2010.

³ The eighth amendment stated that Defendant WARD's "current salary [is] \$286,073.04" – *i.e.*, prior
to the increase. If that amount were increased by 2% and then again by 1%, his annual salary would
become \$294,712.45 as of July 1, 2014.

1 of the Employment Agreement and the amendments thereto (or other documents reflecting the
2 amendments) is attached to this pleading as Exhibit "A" and incorporated herein by this reference.

3 B. Dealing with themselves, and without first obtaining the BoE's approval,
4 Defendants increased their pay to the amounts set forth in that certain Administrative Salary Schedule
5 effective July 1, 2010. A true and correct copy of the July 1, 2010 schedule is attached to this pleading
6 as Exhibit "B" and incorporated herein by this reference.

7 C. Dealing with themselves, and without first obtaining the BoE's approval,
8 Defendants increased their pay to the amounts set forth in that certain Administrative Salary Schedule
9 effective July 1, 2011. A true and correct copy of the July 1, 2011 schedule is attached to this pleading
10 as Exhibit "C" and incorporated herein by this reference.

11 D. Dealing with themselves, and without first obtaining the BoE's approval,
12 Defendants increased their pay for all senior management other than Defendant WARD to the amounts
13 set forth in that certain Administrative Salary Schedule effective July 1, 2012. A true and correct copy
14 of the July 1, 2012 schedule is attached to this pleading as Exhibit "D" and incorporated herein by this
15 reference.

16 E. Dealing with themselves, and without first obtaining the BoE's approval,
17 Defendants increased the pay for all senior management other than Defendant WARD to the amounts
18 set forth in that certain Administrative Salary Schedule effective July 1, 2013. A true and correct copy
19 of the July 1, 2013 schedule is attached to this pleading as Exhibit "E" and incorporated herein by this
20 reference.⁴

21 F. Dealing with themselves, and without first obtaining the BoE's approval,
22 Defendants increased their pay – including Defendant WARD's – to the amounts set forth in that certain
23 Senior Management Salary Schedule effective July 1, 2014. A true and correct copy of the July 1, 2014
24 schedule is attached to this pleading as Exhibit "F" and incorporated herein by this reference.⁵

25
26 ⁴ The amount specified in Exhibit "E" for the Superintendent does not reflect the increase purportedly
authorized by the seventh amendment to the Employment Agreement.

27 ⁵ The amount specified in Exhibit "F" for the Superintendent is higher than the increase purportedly
28 authorized by the eighth amendment to the Employment Agreement. When compared to the
\$286,073.00 annual salary for the Superintendent specified in Exhibit "E," which purportedly took
effect on July 1, 2013, the \$300,608.00 annual salary specified in Exhibit "F" represents an increase of
more than 5% effective July 1, 2014.

1 G. Dealing with themselves, and without first obtaining the BoE's approval,
2 Defendants increased their pay – including Defendant WARD's – to the amounts set forth in that certain
3 Senior Management Salary Schedule effective January 1, 2015. A true and correct copy of the January
4 1, 2015 schedule is attached to this pleading as Exhibit "G" and incorporated herein by this reference.⁶

5 H. Dealing with themselves, and without first obtaining the BoE's approval,
6 Defendants increased their pay – including Defendant WARD's – to the amounts set forth in that certain
7 Senior Management Salary Schedule effective July 1, 2015. A true and correct copy of the July 1, 2015
8 schedule is attached to this pleading as Exhibit "H" and incorporated herein by this reference.⁷

9 I. Dealing with themselves, and without first obtaining the BoE's approval,
10 Defendants increased their pay to the amounts set forth in that certain Senior Management Salary
11 Schedule effective January 1, 2016. A true and correct copy of the January 1, 2016 schedule is attached
12 to this pleading as Exhibit "I" and incorporated herein by this reference.⁸

13 J. Dealing with themselves, and without first obtaining the BoE's approval,
14 Defendants increased their pay to the amounts set forth in that certain Senior Management Salary
15 Schedule effective July 1, 2016. A true and correct copy of the July 1, 2016 schedule is attached to this
16 pleading as Exhibit "J" and incorporated herein by this reference.⁹

19 ⁶ When compared to the \$300,608.00 annual salary for the Superintendent specified in Exhibit "F,"
20 which purportedly took effect on July 1, 2014, the \$306,620.00 annual salary specified in Exhibit "G"
21 represents an increase of 2% effective January 1, 2015.

22 ⁷ When compared to the \$306,620.00 annual salary for the Superintendent specified in Exhibit "G,"
23 which purportedly took effect on January 1, 2015, the \$309,686.00 annual salary specified in Exhibit
24 "H" represents an increase of 1% effective July 1, 2015; the increase from \$300,608.00 to \$309,686.00
25 in one year represents an increase of more than 3% for SDCOE's fiscal year 2014-15.

26 ⁸ When compared to the \$309,686.00 annual salary for the Superintendent specified in Exhibit "H,"
27 which purportedly took effect on July 1, 2015, the \$318,977.00 annual salary specified in Exhibit "I"
28 represents an increase of more than 3% effective January 1, 2016.

⁹ When compared to the \$318,977.00 annual salary for the Superintendent specified in Exhibit "I,"
which purportedly took effect on January 1, 2016, the \$331,736.00 annual salary specified in Exhibit
"J" represents an increase of 4% effective July 1, 2016; the increase from \$309,686.00 to \$331,736.00
in one year represents an increase of more than 7% for SDCOE's fiscal year 2015-16. However,
SDCOE's 2014-2017 written agreement with the Association of Educators does not purport to authorize
any increase in the salary for teachers after January 1, 2016. A true and correct copy of the agreement
is attached to this pleading as Exhibit "K" and incorporated herein by this reference.

1 K. Despite being given a 3.8% increase of his annual salary effective July 1, 2008,
2 under the second amendment of the Employment Agreement, on or about July 11, 2008, Defendant
3 WARD opted in writing “to hold off implementing that [3.8% increase] at this time, with all rights to
4 implement it in the future retroactive to July 1, 2008.” However, on June 11, 2010 – nearly one year
5 after the third amendment of the Employment Agreement provided for no increase in his salary and
6 before the BoE would approve the fourth, fifth, and sixth amendments providing for no such increase
7 – WARD ordered in writing that the 3.8% increase from 2008 be implemented “retroactively beginning
8 July 1, 2010.” A true and correct copy of written order and the preceding written hold-off option are
9 attached to this pleading as Exhibit “L” and incorporated herein by this reference.

10 L. According to the database located at *www.transparentcalifornia.com*, Defendant
11 WARD’s regular pay was \$286,073.04 and Defendant DUZYK’s regular pay was \$161,955.00 in 2012;
12 WARD’s regular pay was \$286,073.04 and DUZYK’s regular pay was \$168,674.52 in 2013; and
13 WARD’s regular pay was \$300,521.52 and DUZYK’s regular pay was \$178,618.50 in 2014.

14 6. Ever since it was last amended more than 40 years ago, Government Code Section 1090
15 has provided as follows: “Members of the Legislature, state, county, district, judicial district, and city
16 officers or employees shall not be financially interested in any contract made by them in their official
17 capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial
18 district, and city officers or employees be purchasers at any sale or vendors at any purchase made by
19 them in their official capacity. [¶] As used in this article, ‘district’ means any agency of the state
20 formed pursuant to general law or special act, for the local performance of governmental or proprietary
21 functions within limited boundaries.”

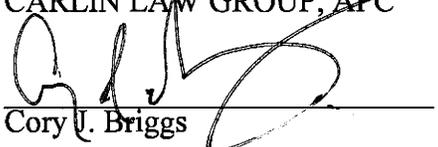
22 7. Ever since it was last amended more than 10 years ago, Government Code Section 8314
23 has provided as follows: “(a) It is unlawful for any elected state or local officer, including any state or
24 local appointee, employee, or consultant, to use or permit others to use public resources for a campaign
25 activity, or personal or other purposes which are not authorized by law. (b) For purposes of this section:
26 (1) ‘Personal purpose’ means those activities the purpose of which is for personal enjoyment, private
27 gain or advantage, or an outside endeavor not related to state business. ‘Personal purpose’ does not
28 include the incidental and minimal use of public resources, such as equipment or office space, for

1 personal purposes, including an occasional telephone call. (2) 'Campaign activity' means an activity
2 constituting a contribution as defined in Section 82015 or an expenditure as defined in Section 82015
3 or an expenditure as defined in Section 82025. 'Campaign activity' does not include the incidental and
4 minimal use of public resources, such as equipment or office space, for campaign purposes, including
5 the referral of unsolicited political mail, telephone calls, and visitors to private political entities. (3)
6 'Public resources' means any property or asset owned by the state or any local agency, including, but
7 not limited to, land, buildings, facilities, funds, equipment, supplies, telephones, computers, vehicles,
8 travel, and state-compensated time. (4) 'Use' means a use of public resources which is substantial
9 enough to result in a gain or advantage to the user or a loss to the state or any local agency for which
10 a monetary value may be estimated. (c)(1) Any person who intentionally or negligently violates this
11 section is liable for a civil penalty not to exceed one thousand dollars (\$1,000) for each day on which
12 a violation occurs, plus three times the value of the unlawful use of public resources. The penalty shall
13 be assessed and recovered in a civil action brought in the name of the people of the State of California
14 by the Attorney General or by any district attorney or any city attorney of a city having a population in
15 excess of 750,000. If two or more persons are responsible for any violation, they shall be jointly and
16 severally liable for the penalty. (2) If the action is brought by the Attorney General, the moneys
17 recovered shall be paid into the General Fund. If the action is brought by a district attorney, the moneys
18 recovered shall be paid to the treasurer of the county in which the judgment was entered. If the action
19 is brought by a city attorney, the moneys recovered shall be paid to the treasurer of that city. (3) No civil
20 action alleging a violation of this section may be commenced more than four years after the date the
21 alleged violation occurred. (d) Nothing in this section shall prohibit the use of public resources for
22 providing information to the public about the possible effects of any bond issue or other ballot measure
23 on state activities, operations, or policies, provided that (1) the informational activities are otherwise
24 authorized by the constitution or laws of this state, and (2) the information provided constitutes a fair
25 and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment
26 regarding the bond issue or ballot measure. (e) The incidental and minimal use of public resources by
27 an elected state or local officer, including any state or local appointee, employee, or consultant, pursuant
28 to this section shall not be subject to prosecution under Section 424 of the Penal Code."

- 1 B. A judgment determining or declaring that there is a constructive trust in favor of SDCOE
2 (and thus the taxpayers) in an amount equal to the value of all illegal pay increases received by
3 Defendants, and a judgment in favor of SDCOE (or Plaintiff on behalf of and for the benefit of SDCOE)
4 against Defendants for the amount equal to the value of all such pay increases received by Defendants;
- 5 C. A judgment ordering Defendants to return all illegal pay increases received by them to
6 SDCOE (or Plaintiff on behalf of and for the benefit of SDCOE);
- 7 D. Injunctive relief prohibiting Defendants (and any and all persons acting at the request
8 of, in concert with, or for the benefit of one or more of them) from disbursing, paying, or otherwise
9 transferring any money or other consideration received by them as illegal pay increases;
- 10 E. A peremptory writ of mandate directing Defendants to rescind all illegal pay increases;
- 11 F. Civil penalties as authorized by law;
- 12 G. Any and all other relief that may be authorized by law but is not explicitly or specifically
13 requested elsewhere in this Prayer;
- 14 H. All legal fees and other expenses incurred by Plaintiff in connection with this cause of
15 action, including but not limited to reasonable attorney fees as authorized by the Code of Civil
16 Procedure and the Government Code; and
- 17 I. Any and all further relief that this Court may deem appropriate for one or more of the
18 alleged causes of action or otherwise.

19 Date: July 7, 2016.

Respectfully submitted,
BRIGGS LAW CORPORATION
CARLIN LAW GROUP, APC

21 By: 
22 Cory J. Briggs

23 Attorneys for Plaintiff and Petitioner California
24 Taxpayers Action Network

EXHIBIT “A”

**CONTRACT OF EMPLOYMENT
BETWEEN SAN DIEGO COUNTY BOARD OF EDUCATION
AND
DR. RANDOLPH WARD**

THIS AGREEMENT (hereinafter, "the Contract") is hereby made and entered into by and between the San Diego County Board of Education and Dr. Randolph Ward.

NOW THEREFORE it is hereby agreed as follows:

1. EMPLOYMENT

Dr. Randolph Ward is hereby employed as the San Diego County Superintendent of Schools (hereinafter referred to as "County Superintendent") by the San Diego County Board of Education (hereinafter referred to as "Board").

2. TERMS OF EMPLOYMENT

The term of this Contract shall be from August 14, 2006, to June 30, 2009. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board of Education on or before June 30 annually, this contract shall be extended for one additional year, provided the County Superintendent apprises Board members of this provision in writing during the month of April of each year. It is the intent of this provision to keep in place a three year agreement.

3. APPLICABLE LAWS

This Contract is subject to all applicable laws of the State of California, rules and regulations of the California State Board of Education, and the San Diego County Office of Education. These laws, rules and regulations are hereby made a part of the terms and conditions of this Contract as herein set forth.

4. DUTIES AND RESPONSIBILITIES

4.1 The County Superintendent shall have charge of the administration of the San Diego County Office of Education under direction of the Board.

4.2 The County Superintendent shall be the Chief Executive Officer of the San Diego County Office of Education.

4.3 Subject only to those powers invested in the Board, pursuant to Education Code Section 1040, 1041, 1042, the County Superintendent shall have complete freedom to organize, reorganize, and arrange administrative and supervisory staff, including instruction, personnel, and business affairs, which in his judgment best serve the San Diego County Office of Education.

4.4 The County Superintendent shall devote his time, ability, and attention to the business of the San Diego County Office of Education, and shall be expected to be available twenty-four (24) hours a day for that purpose, except as otherwise specified in this Contract.

5. BOARD-SUPERINTENDENT WORKING RELATIONSHIP

5.1 The County Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Administrative responsibility and commensurate authority for administering the San Diego County Office of Education will be delegated by the Board to the County Superintendent.

5.2 The Board recognizes that it is a collective body and each Board member recognizes that his/her power as a Board member is derived from the collective deliberation and action of the Board as a whole in a duly constituted meeting. Individual Board members will not give direction to the County Superintendent or any Staff member regarding management of the San Diego County Office of Education or for the solution of specific problems. It is agreed that the Board, individually and collectively, will refer promptly to the County Superintendent for study and recommendation, criticisms, complaints, and suggestions brought to the attention of the Board or any member thereof.

5.3 The Board shall provide the County Superintendent with periodic opportunities to discuss Board-County Superintendent relationships as they relate to the Board's productivity and the effectiveness of the County Superintendent's leadership. As a part of this process, when it is deemed necessary by the Board or the County Superintendent, an outside facilitator may be retained to facilitate this process.

5.4 The Board shall hold the County Superintendent accountable to manage the County Office consistent with approved policy which establishes the Board's expectations and what it expects the San Diego County Office of Education to accomplish. It is through Board policy and official Board action that the Board gives direction to the County Superintendent.

5.5 The County Superintendent will be held responsible for establishing programs and services and for managing the San Diego County Office of Education to meet the Board's expected outcomes, including the provision of data from which the Board can evaluate the County Office's achievement. Thus, the Board in exercising its governance and policy-making role can be assured that it determines what it is the San Diego Office of Education should accomplish and whether, in fact, it is accomplishing it.

6. EVALUATION

6.1 In communication with Board, staff, school district representatives, and other constituents, the County Superintendent and County Office staff will develop and submit to the Board by October 15 of each year, the County Superintendent's priorities for the year which are consistent with the Board-approved mission and goals for the County Office of Education. He will provide the Board with a mid-year and end-of-year report on progress and achievements in these priority areas.

6.2 The Board shall formally evaluate and assess in writing the performance of the County Superintendent at least once a year. The mid-year informal progress assessment shall take place prior to December 31 of each year. The annual evaluation will be in writing and completed by June 30 of each year unless another date is agreed upon by the Board and the County Superintendent. The Board shall establish a special meeting to discuss the evaluation with the County Superintendent. The evaluation shall be based upon duties outlined in this Contract and Board adopted priority tasks.

7. SALARY

7.1 The County Superintendent's initial annual salary for this Contract shall be Two Hundred Sixty Five Thousand Dollars (\$265,000). The annual salary shall be paid in twelve equal monthly installments. Any adjustments in salary during the term of this Contract shall be in the form of an amendment and shall not operate as a termination or extension of this Contract.

7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The ratings shall be based on the performance assessment process established by the Board and applicable to the performance period.

7.3 Each year, based on a an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The maximum Board additional contribution shall be \$25,000 for each year in which the County Superintendent qualifies. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution.

8. FRINGE BENEFITS

8.1 Vacation

The County Superintendent shall be entitled to twenty-two (22) days of vacation exclusive of holidays defined in Sections 17220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month (12) management employees. In the event of termination of this Contract, the County Superintendent shall be entitled to compensation for accrued but unused vacation at a salary rate effective in the school year the vacation credit was earned. The Board expects vacation to be taken each year so that no more than forty-five (45) days would be accrued at the expiration or termination of this Contract. Vacation may accrue, not to exceed at any time forty-five (45) days in number including the current year vacation days accumulation. Accrued but unused vacation may be carried forward into a subsequent year subject to the limits in this Section. Once the total of accrued but unused

days including the current year vacation days accumulation reaches forty-five (45) at any time, vacation will stop accruing until the total falls below forty-five (45).

8.2 Health Insurance

The County Superintendent shall be provided with all health and insurance benefits which are provided to the San Diego County Office of Education's certificated and/or management personnel.

8.3 Sick Leave

The County Superintendent shall be provided with one day a month sick leave credited in advance for his current year's entitlement. Earned sick leave may be accrued and accumulated as provided by the Education Code. The County Superintendent will be credited with up to 128 days of accrued but unused sick leave from his prior employment with respect to Oakland Unified School District, if he submits satisfactory written verification of the amount of the leave within sixty (60) days of the effective date of this Contract; pursuant to Education Code sections 1294 and 44979.

8.4 Professional Activities

The County Superintendent may engage in outside activities such as consulting and speaking, providing such activities do not interfere with the County Superintendent's duties. If the outside activities are for compensation, the County Superintendent will use vacation or leave without pay for the time spent on the activities.

9. EXPENSES

9.1 Travel

The Board shall provide the County Superintendent with an allowance of \$800 per month for the purchase or lease of an automobile for his personal and professional use. The purchase or lease shall be held in the County Superintendent's personal name. The County Superintendent shall be reimbursed for all actual and necessary fuel, maintenance, registration, and insurance expenses for the automobile. The Board also will reimburse the County Superintendent for all other actual and necessary travel expenses incurred and paid by the County Superintendent in the conduct of his duties on behalf of the San Diego County Office of Education. The Board shall provide the County Superintendent with a cell phone and pay for the actual and necessary maintenance costs, utilization costs and charges for the cell phone. Reimbursement will be conditioned upon the Superintendent providing receipts verifying the expense.

9.2 Incidental Expenses

It is understood that the County Superintendent routinely will incur expenses for entertainment associated with the San Diego County Office of Education, promoting the County Office before various governmental and constituent groups, and for maintaining morale and cohesiveness of employees and students. Therefore, the Board will

provide an annual reimbursement of up to Ten Thousand Dollars (\$10,000) for actual and necessary incidental and other out-of-pocket expenses incurred in the discharge of his duties. Reimbursement will be conditioned upon the Superintendent providing receipts verifying the expense.

9.3 Professional Organizations

The Board encourages the County Superintendent to participate in professional organizations and activities. The Board shall pay the County Superintendent membership dues in ACSA (Association of California School Administrators), AASA (American Association of School Administrators), one local service club, and other professional or community organizations as may be approved by the Board.

9.4 Professional Meetings

The County Superintendent may attend professional meetings at local, county, and state levels. Prior notification of the Board shall be provided when the County Superintendent attends state and national functions and all actual and necessary expenses of attendance shall be paid by the County Office of Education. Reimbursement will be conditioned upon the Superintendent providing receipts verifying the expense.

9.5 Moving Expenses

The Board will reimburse the County Superintendent for all actual and necessary expenses incurred (1) only in moving his family household belongings to his initial residence in San Diego County; (2) for the accommodation and transportation costs of up to two (2) house-hunting trips for the County Superintendent and his spouse; and (3) for up to sixty (60) days of actual and necessary temporary housing costs. The Board also will reimburse the County Superintendent for all actual and necessary expenses incurred in moving his family household belongings to his permanent residence in San Diego County, if he relocates from his initial residence after commencing his duties on behalf of the San Diego County Office of Education, provided he submits the request for reimbursement within eighteen (18) months of the effective date of this Contract. Reimbursement is limited to one relocation. Reimbursement will be conditioned upon the Superintendent providing receipts verifying the expense. The County Superintendent also will receive the assistance of County Office personnel in acquiring information as to favorable home loan terms at private financing institutions, subject to applicable law and without warranty as to particular terms.

10. MEDICAL EXAM

The County Superintendent agrees to have a biennial medical examination. Any expense will be borne by the Board for an amount not to exceed One Thousand Dollars (\$1,000.00) for expenses incurred by the County Superintendent and not covered by any applicable medical benefits program. A report on the physical condition of the County Superintendent will be filed with the President of the Board and treated as confidential information by the Board. Reimbursement will be conditioned upon the Superintendent providing receipts verifying the expense.

11. OPTION TO TERMINATE

11.1 County Superintendent

Notwithstanding any other provisions of this Contract, the County Superintendent shall have the option to terminate this Contract by providing the Board with a written notice of intent to terminate. This notice shall be provided no less than ninety (90) days prior to said termination date. The County Superintendent and Board may mutually agree in writing to a termination notice period of less than ninety (90) days.

11.2 Board of Education

11.2.1. This agreement may be terminated by action of the Board for cause, which shall be based on a material breach of this Contract or on any of the grounds set forth in Education Code section 44932 or 44933. Before the Board terminates the Contract for cause, it shall accord Superintendent due process as defined herein. The Board shall, prior to taking such action, give the Superintendent: (a) notice of the proposed action and the reasons for the proposed action; (b) a reasonably detailed statement of the charges and material upon which the proposed action is based; (c) the right to respond either orally or in writing to the Board; and (d) the right to a hearing before the Board.

11.2.1.1. A request for hearing shall be filed by the Superintendent with the presiding officer of the Board within five (5) days after service of notice of the proposed action on him. The hearing shall be held before any action is taken within twenty-five (25) days after the notice was served on the Superintendent, unless continued for good cause.

11.2.1.2. The hearing shall be conducted by the Board as an opportunity for the Superintendent to respond to the charges. Each party shall have the right to call any witnesses. Each party shall have the right to counsel. The hearing shall be held in closed session.

11.2.1.3. The decision of the Board shall be in the form of a resolution which shall set forth either a rescission of the charges or a statement of the cause found to exist, and the final decision of the Board specifying the action to be taken.

11.2.1.4. If the Board's decision is to terminate this Contract for cause, the termination shall be effective immediately. The County Superintendent shall be notified in writing of said decision. If the Contract is terminated by the Board for cause, the Board shall have no contractual responsibilities after the date of the decision to terminate, and this Contract shall be deemed null and void.

11.2.2. The Board may terminate this Contract without cause by written notice to the County Superintendent. If the Board elects the option to terminate the Superintendent without cause, it shall pay the County Superintendent, in one lump sum payment within ninety (90) days of giving written notice of termination, an amount equal to the salary for eighteen (18) months remaining on the Contract or the salary for the remainder of the term of the Contract if such remainder is less than eighteen (18) months. The calculations for purpose of the

lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. The lump-sum payment shall not include any payment for vacation that would have been earned following ninety (90) days after the date of the notice of termination. In addition, the health insurance benefits will be maintained by the County Office for the County Superintendent for the eighteen (18) months or the remainder of the term of the Contract (whichever is less), unless the County Superintendent is provided with health insurance benefits under other employment.

12. PROFESSIONAL LIABILITY

12.1 The Board agrees that it shall defend, hold harmless, and indemnify the County Superintendent from any demands, claims, actions, suits, or legal proceedings brought against the County Superintendent for any incident arising out of the course and scope of his employment.

12.2 The provisions of Article 12.1 do not apply in any action brought against the County Superintendent for a breach of or dispute arising out of this Contract, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

13. SAVINGS CLAUSE

If any provisions of this Contract are held to be contrary to law by final legislative act or a court of competent jurisdiction, inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will be continued in full force and effect.

14. COMPLETE AGREEMENT

This Contract is the full and complete agreement between the parties hereto. Any amendment, modifications, or variations from the terms of this Contract shall be in writing and shall be effected only upon approval of such amendment, modifications, or variation by the Board and the County Superintendent.

IN WITNESS HEREIN, we affix our signatures to this Contract as the full and complete understanding of the relationship between the parties.

For the Board:

By: Susan L. Hartley
President

I hereby accept this offer of employment and agree to comply with the conditions thereof and to fulfill all of the duties of employment as County Superintendent of Schools, San Diego County.

Date of acceptance 6/29/06

[Signature]
Dr. Randolph Ward

JUNE 13, 2007, AMENDMENT TO CONTRACT OF EMPLOYMENT DATED
JUNE 27, 2006, BETWEEN SAN DIEGO COUNTY BOARD OF EDUCATION AND
DR. RANDOLPH E. WARD

At the regular meeting of the San Diego County Board of Education on June 13, 2007, the Board took action to amend the following sections of the agreement between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERM OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2010. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board of Education on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$265,000. The Board has determined that rating to be 4.59 and has agreed to give a salary increase of 4.0%.

7.3 Per the terms of the Employment Contract, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution of \$25,000 toward purchasing service retirement credit from the California State Teachers Retirement System (STRS). This contribution is in addition to retirement contributions required by law and must be made during the year in which the County Superintendent qualifies. The County Superintendent is responsible for the tax and other financial consequences of the contribution.

IN WITNESS WHEREIN, we affix our signatures to this amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward.

For the County Board of Education



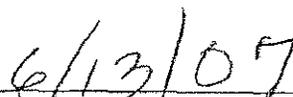
Robert J. Watkins, President



Date



Randolph E. Ward



Date

**SECOND AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 27, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a special closed session meeting of the San Diego County Board of Education, (the "Board"), held on June 18, 2008, the Board took action to amend the following sections of the Contract of Employment (the "Contract") between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2011. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$275,600.04. The Board has determined that rating to be 4.38 and has agreed to give a salary increase of 3.8% effective July 1, 2008.

7.3 Per the terms of the Contract, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution of \$25,000 toward purchasing service retirement credit from the California State Teachers Retirement System (STRS). This contribution is in addition to retirement contributions required by law and must be made during the year in which the County Superintendent qualifies. The County Superintendent is responsible for the tax and other financial consequences of the contribution. The Board has agreed to a maximum contribution of \$23,000 for this year (2007-08).

IN WITNESS WHEREOF, we affix our signatures to this Second Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward.

For the County Board of Education



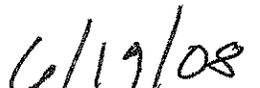
Robert J. Watkins, President



Date



Randolph E. Ward, Ed.D.



Date

**THIRD AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 27, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a special closed session meeting of the San Diego County Board of Education (the "Board"), held on June 10, 2009, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2012. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

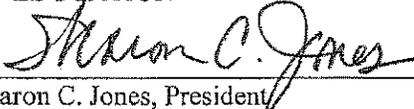
7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$275,600.04. This amount does not reflect a 3.8% salary increase granted for the fiscal year beginning July 1, 2008, which the County Superintendent has deferred. The Board has determined the performance rating to be 4.6. The Board and the County Superintendent have mutually agreed that there will be no salary increase for the fiscal year beginning July 1, 2009, due to the current budget crisis.

7.3 Each year, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The maximum Board additional contribution shall be \$25,000 for each year in which the County Superintendent qualifies. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution. The Board and the County Superintendent have mutually agreed that there will be no contribution made for 2008-09, due to the current budget crisis.

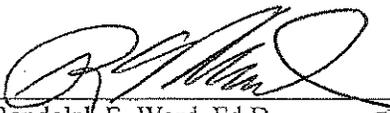
All other provisions of the June 27, 2006 Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Third Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 10, 2009.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION


Sharon C. Jones, President

6/12/09
Date


Randolph E. Ward, Ed.D.

June 12, 2009
Date

**FOURTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 27, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a special closed session meeting of the San Diego County Board of Education (the "Board"), held on June 29, 2010, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2013. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$286,072.84. The Board has determined the performance rating to be 4.68, however, due to the continued economic difficulties concerning the budget, the Board and the County Superintendent have mutually agreed that there will be no salary increase for the fiscal year beginning July 1, 2010.

7.3 Each year, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The maximum Board additional contribution shall be \$25,000 for each year in which the County Superintendent qualifies. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution. Based on the terms above and the current rating of 4.68, the Board and the County Superintendent have mutually agreed that the Superintendent will receive \$25,000 for 2009-10.

7.4 All other provisions of the June 27, 2006 Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Fourth Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 29, 2010.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION


Sharon C. Jones, President

DATE 6/29/10


Randolph E. Ward, Ed.D.

DATE 6/29/10

**FIFTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 29, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a special meeting of the San Diego County Board of Education (the "Board"), held on June 17, 2011, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2014. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

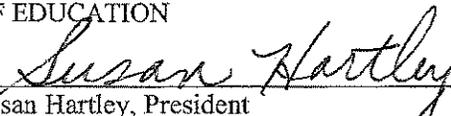
7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$286,073.04. The Board has determined the performance rating to be 4.72, however, due to the continued economic difficulties concerning the budget, the Board and the County Superintendent have mutually agreed that there will be no salary increase for the fiscal year beginning July 1, 2011.

7.3 Each year, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The maximum Board additional contribution shall be \$25,000 for each year in which the County Superintendent qualifies. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution. Based on the terms above and the current rating of 4.72, the Board and the County Superintendent have mutually agreed that the Superintendent will receive \$25,000 for 2010-11.

7.4 All other provisions of the June 29, 2006 Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Fifth Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 17, 2011.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION


Susan Hartley, President

6-17-2011
DATE


Randolph E. Ward, Ed.D.

6/17/2011
DATE

**SIXTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 29, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a regular meeting of the San Diego County Board of Education (the "Board"), held on June 13, 2012, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be extended by twelve (12) months through June 30, 2015. Should the County Superintendent either receive a satisfactory performance evaluation or not receive an evaluation by the Board on or before June 30 annually, this Contract shall be extended for one additional year. It is the intent of this provision to keep in place a three-year agreement.

7. SALARY

7.2 Each year, based on an overall performance rating of 3.5-4.3 for the prior year, the County Superintendent shall receive a salary increase of up to five percent (5%). The current salary is \$286,073.04. The Board has determined the performance rating to be 4.55, however, due to the continued economic difficulties concerning the budget, the Board and the County Superintendent have mutually agreed that there will be no salary increase for the fiscal year beginning July 1, 2012.

7.3 Each year, based on an overall performance rating of 4.31 or above, the County Superintendent will receive from the Board a contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The maximum Board additional contribution shall be \$25,000 for each year in which the County Superintendent qualifies. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution. Based on the terms above and the current rating of 4.55, the Board and the County Superintendent have mutually agreed that the Superintendent will receive \$25,000 for 2011-12.

7.4 All other provisions of the June 29, 2006 Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Sixth Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 13, 2012.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION



Mark C. Anderson, President

13 June 2012
DATE



Randolph E. Ward, Ed.D.

6/13/12
DATE

**SEVENTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 29, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a regular meeting of the San Diego County Board of Education (the "Board"), held on June 12, 2013, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be from July 1, 2013 to June 30, 2017.

7. SALARY

7.1 The current salary is \$286,073.04.

7.2 The final evaluation rating will be based on the Board voting satisfactory or unsatisfactory at a Board meeting. Overall performance is determined when the majority of the Board members vote on a satisfactory or unsatisfactory performance rating. Provided the rating is satisfactory, each year, the County Superintendent shall receive a salary increase equal to the rate given to the teachers. For the 2012-2013 school year, the County Superintendent shall receive a 1% increase off schedule retroactive to July 1, 2012.

7.3 Each year, the County Superintendent shall receive a \$25,000 contribution toward purchasing service retirement credit from the California State Teachers Retirement System ("STRS") or toward another qualified retirement income program (using either pre-tax or post-tax dollars). This contribution is in addition to retirement contributions by the County Office on behalf of the County Superintendent which are required by law. The contribution must be made during the year in which the County Superintendent qualifies and is subject to applicable federal and state tax and other laws and regulations. The County Superintendent is responsible for the tax and other financial consequences of the contribution. The County Superintendent shall receive \$25,000 for the 2012-2013 school year.

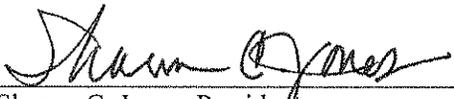
8. FRINGE BENEFITS

8.1 The County Superintendent shall be entitled to thirty (30) days of vacation exclusive of holidays defined in Sections 17220 and 37221 of the California Education Code, and any additional local holidays granted by the Board to twelve-month (12) management employees. In the event of termination of this Contract, the County Superintendent shall be entitled to compensation for accrued but unused vacation at the current per diem rate. The per diem rate is calculated by dividing the base salary by the work year. The work year is calculated by subtracting vacation days and holidays from total work year days. The Board expects the County Superintendent to use his vacation days in order to reduce job stress. Vacation days may accrue. Accrued but unused vacation may be carried forward into a subsequent year.

All other provisions of the June 29, 2006 Contract of Employment shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Seventh Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 12, 2013.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION



Sharon C. Jones, President



Randolph E. Ward, Ed.D.

June 12, 2013
DATE

6/12/13
DATE

**EIGHTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 29, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a regular meeting of the San Diego County Board of Education (the "Board"), held on June 11, 2014, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

2. TERMS OF EMPLOYMENT

The term of this Contract shall be from July 1, 2014 to June 30, 2017.

7. SALARY

7.1 The current salary \$286,073.04

7.2 The Superintendent shall receive a salary increase each year equal to the increase rate given to SDCOE certificated teachers. Therefore, the County Superintendent shall receive the salary increase equal to 2% retroactive to July 1, 2013 and 1% retroactive to January 1, 2014.

The Superintendent's salary is based solely on the following:

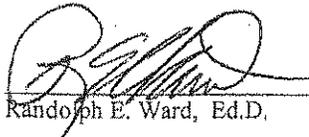
- The Superintendent's performance
- The Superintendent's 18 years of overall experience including 8 years of SDCOE service
- The Superintendent's sacrifice of salary increases over the previous five years, and
- Creation of a salary schedule that creates a degree of equity with other employee groups

All other provisions of the June 29, 2006 Contract of Employment, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Eighth Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective June 11, 2014.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION


Sue Hartley, President Date 6-11-14


Randolph E. Ward, Ed.D. Date 6/11/14

**NINTH AMENDMENT
TO THE CONTRACT OF EMPLOYMENT DATED JUNE 29, 2006
BY AND BETWEEN
THE SAN DIEGO COUNTY BOARD OF EDUCATION
AND DR. RANDOLPH E. WARD**

At a regular meeting of the San Diego County Board of Education (the "Board"), held on July 9, 2014, the Board took action to amend the following sections of the Contract of Employment (the "Contract"), between the Board and Dr. Randolph E. Ward, County Superintendent of Schools:

NOW THEREFORE it is hereby agreed as follows:

4. DUTIES AND RESPONSIBILITIES

4.1 The County Superintendent shall have charge of the administration of the San Diego County Office of Education pursuant to and consistent with the powers vested in county superintendents of schools prescribed by the laws of the State of California.

5. BOARD-SUPERINTENDENT WORKING RELATIONSHIP

5.1 The County Superintendent will work with the Board in developing and maintaining a spirit of cooperation and teamwork in which the Board will accept responsibility for formulating and adopting policy and for taking action on matters which by law require Board action. Administrative responsibility and commensurate authority for administering the San Diego County Office of Education will be vested in the County Superintendent as prescribed by the laws of the State of California.

5.4 The Board shall hold the County Superintendent accountable to manage the County Office consistent with approved policy pursuant to the Board's statutory role which establishes the Board's expectations and what it expects the San Diego County Office of Education to accomplish. It is through Board policy and official Board action that the Board gives direction to the County Superintendent, within the scope of authority granted to county boards of education under California law.

5.5 The County Superintendent will be held responsible for establishing programs and services and for managing the San Diego County Office of Education to meet the Board's goals, including the provision of data from which the Board can evaluate the County Office's achievement. Thus, the Board in exercising its governance and policy-making role pursuant to Education Code Section 1040, 1041, and 1042 can be assured that it determines what it is the San Diego Office of Education should accomplish and whether, in fact, it is accomplishing it.

8. FRINGE BENEFITS

8.3 Sick Leave

The County Superintendent shall be provided sick leave credited in advance for his current year's entitlement consistent with sick leave full-time management employees of the County Office. Earned sick leave may be accrued and accumulated as provided by the Education Code.

11. OPTION TO TERMINATE

11.2 Board of Education

11.2.1 This agreement may be terminated by action of the Board for cause, with "cause" defined as a material breach of this Contract as defined by California law or on conduct by the Superintendent constituting grounds for termination set forth in Education Code section 44932. Before the Board terminates the Contract for cause, it shall accord Superintendent due process as defined herein. The Board shall, prior to taking final action to terminate the Superintendent for cause, give the Superintendent: (a) written notice of the proposed action and the reasons for the proposed action; (b) a reasonably detailed statement of the charges and material upon which the proposed action is based; (c) the right to respond either orally or in writing to the Board; and (d) the right to a hearing before the Board. Unless the

cause for termination of this Contract involves misconduct by the Superintendent, the procedures described above shall occur only after the Board has notified the Superintendent, in writing, of its performance concerns and has provided the Superintendent a period of no less than one hundred eighty (180) days to resolve those concerns.

11.2.1.5 In the event a decision by the Board to terminate this Contract for cause is invalidated by way of a judicial challenge of the Board's decision, the Superintendent shall be entitled to recover reasonable attorney fees expended by the Superintendent, as determined by the Court, during the hearing process described in this Contract as well as his judicial challenge.

11.2.2 The Board may terminate this Contract without cause by written notice to the County Superintendent. If the Board elects the option to terminate the Superintendent without cause, it shall pay the County Superintendent, in one lump sum payment within ninety (90) days of giving written notice of termination, a lump sum amount equal to the salary for eighteen (18) months remaining on the Contract or the salary for the remainder of the term of the Contract if such remainder is less than eighteen (18) months. The calculations for purpose of the lump-sum payment shall be based upon the rate of salary in effect on the date of the notice of termination. The lump-sum payment shall not include any payment for vacation that would have been earned following ninety (90) days after the date of the notice of termination. Any lump sum payment paid pursuant to this provision shall be fully reimbursed to the County Office if the Superintendent is convicted of a crime involving an abuse of his or her office or position as defined by California Government Code section 53243.4. In addition, the health insurance benefits will be maintained by the County Office for the County Superintendent for the eighteen (18) months or the remainder of the term of the Contract (whichever is less), unless the County Superintendent is provided with health insurance benefits under other employment. After this period of Board-funded insurance, unless the County Superintendent is provided health insurance under other employment, the County Superintendent shall be entitled to either: 1) retiree health benefits provided to full-time certificated management employees of the County Office, should the Superintendent meet the requirements for such benefits on or before the effective date of the termination of this Contract; or 2) continue his health insurance, at his own expense, pursuant to COBRA.

12. PROFESSIONAL LIABILITY

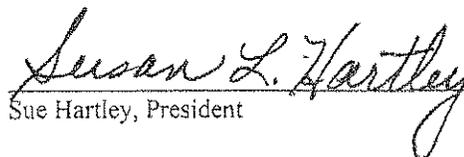
12.2 The provisions of Article 12.1 do not apply in any action brought against the County Superintendent for a breach of or dispute arising out of this Contract, by either party, any willful and wanton conduct giving rise to civil or criminal liability, or any violation of federal, state, county, or local laws or regulations.

12.3 If County Office funds are expended pursuant to this Contract for the legal criminal defense of the Superintendent, any funds provided for that purpose, and any salary during any paid leave pending an investigation, shall be fully reimbursed to the County Office if the Superintendent is convicted of a crime involving an abuse of his office or position as defined by California Government Code section 53243.4.

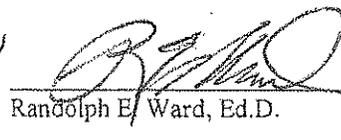
All other provisions of the June 29, 2006 Contract of Employment, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, we affix our signatures to this Ninth Amendment to the Contract of Employment between the San Diego County Board of Education and Dr. Randolph E. Ward, County Superintendent of Schools, effective July 9, 2014.

FOR THE SAN DIEGO COUNTY BOARD
OF EDUCATION


Susan L. Hartley, President

Date


Randolph E. Ward, Ed.D.

Date

EXHIBIT “B”



SAN DIEGO COUNTY OFFICE OF EDUCATION

Effective July 1, 2010

ADMINISTRATIVE SALARY SCHEDULE

<u>Position</u>	<u>Annual Salary</u>
Superintendent	\$286,073
Assistant Superintendent Student Services and Programs	\$161,955
Assistant Superintendent Business Services	\$161,955
Assistant Superintendent Chief Technology Officer	\$161,955

Senior Management: Executive Director	\$119,928 – \$146,340
Senior Director	\$108,696 - \$132,468
Director	\$98,472 - \$119,928

EXHIBIT “C”



SAN DIEGO COUNTY OFFICE OF EDUCATION

ADMINISTRATIVE SALARY SCHEDULE 2011-2012

<u>Position</u>	<u>Annual Salary</u>
Superintendent	\$286,073
Assistant Superintendent Student Services and Programs	\$161,955
Assistant Superintendent Business Services	\$161,955
Assistant Superintendent Chief Technology Officer	\$161,955

Senior Management: Executive Director	\$119,928 – \$146,340
Senior Director	\$108,696 - \$132,468
Director	\$98,472 - \$119,928

Effective July 1, 2011

EXHIBIT “D”



SAN DIEGO COUNTY OFFICE OF EDUCATION

ADMINISTRATIVE SALARY SCHEDULE 2012-2013

<u>Position</u>	<u>Annual Salary</u>
Superintendent	\$286,073
Assistant Superintendent Student Services and Programs	\$161,955
Assistant Superintendent Business Services	\$161,955
Assistant Superintendent Chief Technology Officer	\$161,955

Senior Management: Executive Director	\$119,928 – \$146,340
Senior Director	\$108,696 - \$132,468
Director	\$98,472 - \$119,928

Effective July 1, 2012

EXHIBIT “E”



SAN DIEGO COUNTY OFFICE OF EDUCATION

ADMINISTRATIVE SALARY SCHEDULE

2013-2014

<u>Position</u>	<u>Annual Salary</u>
Superintendent	\$286,073
Assistant Superintendent Business Services	\$161,955
Assistant Superintendent Chief Technology Officer	\$161,955
Assistant Superintendent Student Services and Programs	\$161,955
Assistant Superintendent Human Resource Services	\$161,955

Senior Management:	
Executive Director	\$119,928 – \$146,340
Senior Director	\$108,696 - \$132,468
Director	\$98,472 - \$119,928

Effective July 1, 2013

EXHIBIT “F”



SAN DIEGO COUNTY OFFICE OF EDUCATION
 SENIOR MANAGEMENT SALARY SCHEDULE
 2014-15

Superintendent

Step 1	
ANNUAL	MONTHLY
300,608	25,051

Assistant Superintendent, Business Services (Chief Business Officer)*

Assistant Superintendent, Human Resource Services (Chief Human Resource Officer)*

Assistant Superintendent, Integrated Technology Services (Chief Information Technology Officer)*

Assistant Superintendent, Learning and Leadership Services

Assistant Superintendent, Student Programs and Services

**Classified Senior Management*

Step 1		Step 2		Step 3		Step 4		Step 5	
ANNUAL	MONTHLY								
169,897	14,158	171,995	14,333	174,093	14,508	177,240	14,770	180,387	15,032

1. ADVANCEMENT TO THE NEXT STEP ON THE SALARY RANGE SHALL OCCUR ANNUALLY UPON SATISFACTORY PERFORMANCE AS DETERMINED BY THE COUNTY SUPERINTENDENT.
2. ADVANCEMENT TO THE NEXT STEP OF THE RANGE SHALL BE EFFECTIVE JULY 1 UNLESS OTHERWISE DETERMINED BY THE COUNTY SUPERINTENDENT.
3. EMPLOYEES PAID ON THIS SALARY SCHEDULE SHALL EARN 22 DAYS OF VACATION ANNUALLY AND 13 DAYS OF PAID SICK LEAVE.
4. ALL CLASSIFIED POSITIONS ON THIS SALARY SCHEDULE ARE DESIGNATED AS SENIOR MANAGEMENT POSITIONS AND EMPLOYEES IN SAID POSITIONS SHALL BE EXEMPT FROM ALL PROVISIONS RELATING TO OBTAINING PERMANENT STATUS IN A SENIOR MANAGEMENT POSITION.

Effective: July 1, 2014

EXHIBIT “G”



SAN DIEGO COUNTY OFFICE OF EDUCATION
 SENIOR MANAGEMENT SALARY SCHEDULE
 2014-15

Superintendent

Step 1	
ANNUAL	MONTHLY
\$306,620	\$25,552

Assistant Superintendent, Business Services (Chief Business Officer)*

Assistant Superintendent, Human Resource Services (Chief Human Resource Officer)*

Assistant Superintendent, Integrated Technology Services (Chief Information Technology Officer)*

Assistant Superintendent, Learning and Leadership Services

Assistant Superintendent, Student Programs and Services

**Classified Senior Management*

Step 1		Step 2		Step 3		Step 4		Step 5	
ANNUAL	MONTHLY								
\$173,295	\$14,441	\$175,435	\$14,619	\$177,575	\$14,798	\$180,785	\$15,065	\$183,995	\$15,333

1. ADVANCEMENT TO THE NEXT STEP ON THE SALARY RANGE SHALL OCCUR ANNUALLY UPON SATISFACTORY PERFORMANCE AS DETERMINED BY THE COUNTY SUPERINTENDENT.
2. ADVANCEMENT TO THE NEXT STEP OF THE RANGE SHALL BE EFFECTIVE JULY 1 UNLESS OTHERWISE DETERMINED BY THE COUNTY SUPERINTENDENT.
3. EMPLOYEES PAID ON THIS SALARY SCHEDULE SHALL EARN 22 DAYS OF VACATION ANNUALLY AND 13 DAYS OF PAID SICK LEAVE.
4. ALL CLASSIFIED POSITIONS ON THIS SALARY SCHEDULE ARE DESIGNATED AS SENIOR MANAGEMENT POSITIONS AND EMPLOYEES IN SAID POSITIONS SHALL BE EXEMPT FROM ALL PROVISIONS RELATING TO OBTAINING PERMANENT STATUS IN A SENIOR MANAGEMENT POSITION.

Effective: January 1, 2015

EXHIBIT “H”



SAN DIEGO COUNTY OFFICE OF EDUCATION
 SENIOR MANAGEMENT SALARY SCHEDULE
 2015-2016

Superintendent

Step 1	
ANNUAL	MONTHLY
309,686	25,807

Assistant Superintendent, Business Services (Chief Business Officer)*

Assistant Superintendent, Human Resource Services (Chief Human Resource Officer)*

Assistant Superintendent, Integrated Technology Services (Chief Information Technology Officer)*

Assistant Superintendent, Learning and Leadership Services

Assistant Superintendent, Student Programs and Services

**Classified Senior Management*

Step 1		Step 2		Step 3		Step 4		Step 5	
ANNUAL	MONTHLY								
175,028	14,586	177,189	14,766	179,350	14,946	182,593	15,216	185,836	15,486

1. ADVANCEMENT TO THE NEXT STEP ON THE SALARY RANGE SHALL OCCUR ANNUALLY UPON SATISFACTORY PERFORMANCE AS DETERMINED BY THE COUNTY SUPERINTENDENT.
2. ADVANCEMENT TO THE NEXT STEP OF THE RANGE SHALL BE EFFECTIVE JULY 1 UNLESS OTHERWISE DETERMINED BY THE COUNTY SUPERINTENDENT.
3. EMPLOYEES PAID ON THIS SALARY SCHEDULE SHALL EARN 22 DAYS OF VACATION ANNUALLY AND 13 DAYS OF PAID SICK LEAVE.
4. ALL CLASSIFIED POSITIONS ON THIS SALARY SCHEDULE ARE DESIGNATED AS SENIOR MANAGEMENT POSITIONS AND EMPLOYEES IN SAID POSITIONS SHALL BE EXEMPT FROM ALL PROVISIONS RELATING TO OBTAINING PERMANENT STATUS IN A SENIOR MANAGEMENT POSITION.

Effective: July 1, 2015

EXHIBIT ‘T’



SAN DIEGO COUNTY
OFFICE OF EDUCATION

SENIOR MANAGEMENT SALARY SCHEDULE
2015-2016
Effective 01/01/2016, Revised 02/01/2016

Salary Plan 020

Certificated Senior Management	Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Superintendent	001	Monthly	\$26,581	-	-	-	-
		Annual	\$318,977	-	-	-	-
Deputy Superintendent	002	Monthly	\$18,028	\$18,251	\$18,473	\$18,807	\$19,141
		Annual	\$216,335	\$219,006	\$221,677	\$225,685	\$229,693
Assistant Superintendent ¹	003	Monthly	\$15,023	\$15,209	\$15,394	\$15,673	\$15,951
		Annual	\$180,279	\$182,505	\$184,731	\$188,071	\$191,411

¹ Assistant Superintendent, Learning & Leadership Services
Assistant Superintendent, Student Programs & Services

Salary Plan 021

Classified Senior Management	Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Superintendent ²	001	Monthly	\$15,023	\$15,209	\$15,394	\$15,673	\$15,951
		Annual	\$180,279	\$182,505	\$184,731	\$188,071	\$191,411

² Assistant Superintendent, Business Services (Chief Business Officer)
Assistant Superintendent, Human Resource Services (Chief Human Resource Officer)
Assistant Superintendent, Integrated Technology Services (Chief Information Technology Officer)

GENERAL PROVISIONS

1. Advancement to the next step on the salary range shall occur annually upon satisfactory performance as determined by the County Superintendent.
2. Advancement to the next step of the range shall be effective July 1 unless otherwise determined by the County Superintendent.
3. Employees paid on this salary schedule shall earn 22 days of vacation annually and 13 days of paid sick leave.
4. All Classified positions on this salary schedule are designated as Senior Management positions and employees in said positions shall be exempt from all provisions relating to obtaining permanent status in a Senior Management position.

EXHIBIT “J”



Salary Plan 020

Certificated Senior Management	Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Superintendent	001	Monthly	\$27,645	-	-	-	-
		Annual	\$331,736	-	-	-	-
Deputy Superintendent	002	Monthly	\$18,749	\$18,981	\$19,212	\$19,559	\$19,907
		Annual	\$224,988	\$227,766	\$230,544	\$234,712	\$238,880
Assistant Superintendent ¹	003	Monthly	\$15,624	\$15,817	\$16,010	\$16,300	\$16,589
		Annual	\$187,490	\$189,805	\$192,120	\$195,594	\$199,068

¹ Assistant Superintendent, Learning & Leadership Services
Assistant Superintendent, Student Programs & Services

Salary Plan 021

Classified Senior Management	Grade	Rate	Step 1	Step 2	Step 3	Step 4	Step 5
Assistant Superintendent ²	001	Monthly	\$15,624	\$15,817	\$16,010	\$16,300	\$16,589
		Annual	\$187,490	\$189,805	\$192,120	\$195,594	\$199,068

² Assistant Superintendent, Business Services (Chief Business Officer)
Assistant Superintendent, Human Resource Services (Chief Human Resource Officer)
Assistant Superintendent, Integrated Technology Services (Chief Information Technology Officer)

GENERAL PROVISIONS

1. Advancement to the next step on the salary range shall occur annually upon satisfactory performance as determined by the County Superintendent.
2. Advancement to the next step of the range shall be effective July 1 unless otherwise determined by the County Superintendent.
3. Employees paid on this salary schedule shall earn 22 days of vacation annually and 13 days of paid sick leave.
4. All Classified positions on this salary schedule are designated as Senior Management positions and employees in said positions shall be exempt from all provisions relating to obtaining permanent status in a Senior Management position.

EXHIBIT “K”

**Negotiated Agreement
Between**

**San Diego County Office of Education
and
Association of Educators**



2014 – 2017

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ARTICLE I: AGREEMENT

This is an Agreement made and entered into between the San Diego County Superintendent of Schools (hereinafter referred to as the "Office" or "County Office") and the Association of Educators/CTA/NEA (hereinafter referred to as the "Association").

ARTICLE II: RECOGNITION

The Office recognizes the Association as the exclusive bargaining representative of all certificated employees in the following classifications:

Audiologist

Counselor

Early Intervention Specialist

Nurse, School

Preschool Teacher

Resource Specialists

Resource Teacher

Social Workers, School

Special Day Class Teacher

Speech, Hearing and Language Specialist

Teacher, Juvenile_Court and Community Schools

Teacher, Outdoor Education

Teacher, Special Education

Teacher, Visually Impaired

The bargaining unit does not include certificated management, confidential, supervisory, temporary, or substitute employees.

ARTICLE III: DEFINITIONS

1. Board means the Board of Education of the San Diego County Office of Education.
2. San Diego County Office of Education, Office or County Office means the San Diego County Superintendent of Schools.
3. Unit Member means any employee in a position classification as defined in Article II and therefore covered by the terms and provisions of this Agreement.
4. Work Day means a day in which a unit member is contracted to work during the regular school year.
5. Base Work Year means the number of work days for a full-time work year for a classification or program, as provided for in Article XI: Work Year and Hours of Employment.
6. Superintendent means the County Superintendent of Schools or his/her designee.
7. Immediate Family means the mother, father, grandmother, grandfather, or a grandchild (including "step" mother, father, grandmother, grandfather, or grandchild) of the employee or of the spouse or domestic partner, as defined in California Family Code Division 2.5, Section 297 of the employee or any other person living in the immediate household of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister or sister-in-law (including "step" son or daughter) of the employee.
8. Gainful Employment means income equivalent to the salary the unit member would earn if teaching full-time including any sabbatical stipend.
9. Emergency means a natural or man-made catastrophe or action of such severe nature as to interrupt and/or terminate the normal and ordinary conduct of school business.

ARTICLE IV: EMPLOYEE RIGHTS

1. The Office and the Association recognize the right of unit members to form, join and participate in lawful activities of employee organizations.
2. The Office shall not discriminate against any unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities therein or collective bargaining with the Office, by any unit member filing of a grievance, or any proceedings under this Agreement.
3. Unit members' pursuits and interests outside of the "work day" shall be the concern of the unit member unless it is established that such pursuits present a professional conflict of interest with Office employment.
4. Within one week of the signing and ratification of this Collective Bargaining Agreement by the Office and the Association, at no cost to the Association, the Office shall post the Agreement on the SDCOE website. Additionally, the Office shall provide a hard copy of the Agreement to any unit member within twenty-four (24) hours of his/her written request.
5. The principles of progressive discipline shall be applicable to unit members generally beginning with least serious level of discipline as follows:
 1. Verbal Counseling/Warning
 2. Written Warning
 3. Written Reprimand

The degree of discipline administered in any given situation shall depend of the severity of the conduct or infraction as determined by the San Diego County Office of Education.

Documentation placed in a unit member's personnel file shall be in accordance with 6.B below. Written warnings shall not be included in the unit member's personnel file subject to reoccurrence of conduct warranting discipline.

6. Personnel Files
 - A. The Office shall maintain the unit member's official personnel file at the County Office's central office.
 - B. A unit member shall be provided any negative or derogatory material before it is placed in his/her official personnel file. He/she shall also be given an opportunity during the school day and with compensated release time, to initial and date the material and to

prepare a written response to such material. The written response shall be attached to the material.

- C. A unit member, or a representative of the Association, upon written authorization by the unit member shall be permitted to examine materials in his/her official personnel file, excluding ratings, reports or records which (1) were obtained prior to the employment of the unit member; (2) were prepared by identifiable examination committee members.
- D. Access to personnel files shall be limited to the members of the administration on a need-to-know basis. Board of Education members may request the review of a unit member's file at a closed session of the entire Board of Education. The contents of all personnel files shall be kept in the strictest confidence.
- E. The San Diego County Office of Education and the Association of Educators agree that the provisions of this Agreement shall apply to all members of the bargaining unit without unlawful discrimination, and in carrying out their respective obligations under this Agreement, neither party will discriminate unlawfully against any employee because of such individual's race, color, national origin, ancestry, religion, socioeconomic status, marital status or membership in legally constituted organizations, sex (including sexual harassment), handicap or age.

ARTICLE V: ASSOCIATION RIGHTS

1. The Association shall have the right of access to unit members at reasonable times. The term "reasonable times" as used herein means unit member rest periods, meal periods, and any time before or after a unit member's instructional day or when such unit member is present at his or her work area or site, but is not expected to be performing services on behalf of the Office. The County Office will cooperate, to the extent practicable, in providing the Association access to unit members by permitting Association representatives to be placed on meeting agendas provided that the Association representative appears following the completion of the regular meeting and the attendance of unit members is optional.
2. Representatives of the Association may contact unit members in any lounge facility, meeting room, office or classroom, provided that nothing herein shall be deemed to permit such access to a unit member at any time that students or parents are present in the classroom where such access might otherwise be permissible.
3. Representatives of the Association shall have the right to utilize County School facilities for the conduct of meetings. Requests to utilize such facilities shall be made according to the procedures established by the Superintendent and shall be subject to prior requests for the utilization of such facilities by groups entitled to their use under provisions of the Education Code. Meetings conducted in such facilities shall be in accordance with all established laws and in no way conflict with the work of other employees of the Office.
4. The Association shall have the right to make use of Office on-site office equipment when the equipment is not otherwise in use and in no way conflicts with the work of other employees. All direct costs to be borne by the Association.
5. The Association shall have the right to utilize a designated portion of bulletin boards normally used by the central office and satellite offices, for communication with its employees. One copy of all materials to be posted shall be provided to the site administrator at the facility in which such posting is to take place at the time of posting. The Association representatives shall be responsible for the maintenance of any materials posted on bulletin boards, and for the prompt removal of any out-of-date materials to assure that adequate space is available for materials that must be posted upon such bulletin boards. In addition, the Association shall have the right to use the County Office electronic mail service and unit member electronic mailboxes for communications to unit members provided that the County Office does not incur additional facility, equipment, or staffing costs solely for such access.

6. Existing mailbox facilities may be utilized by the Association for communications with unit members. One copy of all materials to be deposited in unit member mailboxes shall be provided to the site administrator.
7. Names and school sites of all unit members shall be provided without cost to the Association no later than July 15 and January 15 of each school year.
8. The Association officers and/or designees shall be allowed a maximum of 30 days released time for the purpose of attending CTA/NEA sponsored conferences or to conduct Association business at no loss of salary or benefits. Notification of released time shall be given by the Association President or his/her designee to the appropriate director or his/her designee in writing at least 48 hours (2 days) in advance of such released time. Access to unit members for the purpose of conducting Association business shall be as provided in Article V (1) above.
9. The Association shall receive two (2) copies of the adopted budget and any interim financial reports submitted to the Board.
10. The Association shall be notified in writing of any new bargaining unit member(s) and his/her assignment(s) within two (2) weeks of the hiring date.

ARTICLE VI: SAN DIEGO COUNTY OFFICE OF EDUCATION RIGHTS

1. It is understood and agreed that the Superintendent and the Board retains all of its powers and authority to direct, manage and control the operation of the Office to the full extent of the law. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Office, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law and in no way are intended to detract or modify any of the terms of this Agreement.
2. Included in but not limited to those Office duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational and operative policies, goals and objectives; insure the rights and educational opportunities of students; determine main staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of Office operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; enter into contracts for supplies and services; and take appropriate action in the event of an emergency. In addition, the Office retains the right to hire, classify, assign, promote, suspend, discipline and terminate employees.
3. The Office retains its right to temporarily amend, modify or suspend policies and practices referred to in this Agreement in cases of emergency for the duration of the emergency. Emergency is defined as per Article III.9.

ARTICLE VII: NEGOTIATION PROCEDURES

1. Hereafter the Association shall present to the Office a proposed successor agreement after March 1st, but not later than May 1st of the calendar year in which this Agreement expires. The Office shall meet and negotiate in good faith with the Association on negotiation items within fifteen (15) days after the public hearings have been held. Any tentative agreement reached between the parties shall be reduced to writing, signed off, and submitted to their respective groups for ratification.
2. The parties may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
3. Either party may utilize the service of consultants to assist in negotiations so long as these consultants are identified in the written request for meetings to be held within five (5) days from receipt of said written request from either party.
4. Six (6) Association representatives shall be provided reasonable released time for negotiations with the Office with no loss of compensation during regular school hours.

ARTICLE VIII: TRANSFER / REASSIGNMENT

1. Definition

- A. A transfer is defined as a unit member initiated change of school or program assignment, but within the same position classification.
- B. A reassignment is an employer initiated change of school or program assignment, including but not limited to an assignment change due to program elimination or funding reduction, but within the same position classification.

2. Transfer

Any Unit member covered by this Agreement shall have the right to request a transfer to any school within the same position classification, and subject to the following conditions:

- A. As vacancies become available, unit members shall receive notice of all vacancies through their County Office email address and shall have no less than five (5) days after notification to express interest in the transfer opportunity.
- B. A request for transfer shall be submitted on a form developed by the County Office to the Director or the appropriate program administrator.
- C. The filing of a request for transfer is without prejudice to the unit member and shall not jeopardize the present assignment. A request for transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
- D. The Director shall notify appropriate administrator(s) of unit member requests for transfer. If requested vacancies develop, consideration, in the form of a personal interview, shall be given to each unit member who submits a transfer request. No member of the classified support staff shall be permitted to serve on an interview committee (if any) formed for the purpose of considering transfer applicants.
- E. The Director (or designee) shall give the unit member, and appropriate administrator(s), official notification of the disposition of the voluntary transfer request within ten (10) days of the completion of personal interviews referenced above.
- F. A transfer shall not be denied for punitive arbitrary or capricious reasons, or without basis in fact.
- G. A unit member may request and shall receive a conference to discuss the reasons for the denial of a transfer. In lieu of such conference the unit member may request and shall receive the reasons in writing.

H. No external applicant shall be certified for consideration for selection until the internal lateral transfer process has been completed.

3. Criteria for Transfer

A. The following criteria should be used in consideration of transfer requests:

- (1) The qualifications including the experience and recent training of the unit member compared to those of other transfer candidates for both the position to be filled, and the position to be vacated.
- (2) The seniority, prior service within the program where the vacancy exists, and quality of the service, as related to classroom success, rendered to the Office by the unit member.
- (3) The preference of the unit member.
- (4) Unit member certification authorization where appropriate, i.e., Elementary, Secondary, subject specific, Specialist Credential.
- (5) The needs and efficient operation of the Office, i.e., funding, enrollment, program change or elimination.

None of the above shall be the sole criteria for making a transfer.

B. The County Office may deny a transfer of the unit member under the following circumstances:

- (1) A documented problem of the unit member in the past, extreme in nature that would prevent the unit member from being effective in the position.
- (2) Unsatisfactory performance by the unit member as evidenced by the most recent evaluation or other documentation.

4. Reassignment

A. Reassignments shall not be for punitive reasons.

B. A reassignment may be made by the administration at any time for any of the following reasons:

- (1) They shall be based on the education-related needs of the Office and/or the Probation Department under the Education and Welfare Codes that apply. Examples of education related needs may include, but are not limited to credential authorization and teacher to student ratio.

- (2) A change of enrollment or introduction/termination of a program or funded project necessitating transfer of unit members.
- (3) Reassignment of member of immediate family. Members of the immediate family who are employed by the Office would normally not be assigned to the same school or work location.
- (4) An opportunity to evaluate a unit member who received an unsatisfactory evaluation in a different school or location.
- (5) Unsatisfactory working relationships causing disruption of the educational process as evidenced by performance evaluations or other documentation, including documentation resulting from formal disciplinary action.
- (6) To provide professional growth for those unit members working beyond 190 days. The professional growth transfer shall be subject to a 30 working day notice and be limited to no more than a four-week period of time and shall not occur more than once every three years. Exceptions to the time limitations can be made with mutual agreement.

C. Reassignment Due to Program Elimination or Funding Reduction

- (1) Reassignments due to staffing overages, program elimination, funding reduction, facilities changes or program changes (unit member displacement) shall take precedence over voluntary transfer requests. Requests for voluntary transfer shall be considered in accordance with Article VIII.2 above after all displaced unit members have been reassigned.
- (2) If a reassignment becomes necessary, the unit member(s) with the least seniority (based on County Office-wide seniority) shall be reassigned. Unit members reassigned under this provision may return to his/her former assignment location within twelve (12) months of the reassignment if a position for which he/she possesses the required credentials, qualifications, experience becomes available.
- (3) Names of unit members being displaced shall be placed on a displaced employee list in order of highest seniority first (based on County Office-wide seniority). Unit members shall be offered reassignment to vacant positions for which they have an appropriate credential, qualifications, and experience in order of seniority.

D. Unit members who are reassigned shall be allowed two (2) work days for preparation and transition prior to the effective date of the transfer or reassignment. The County

Office shall provide assistance in moving a unit member's material whenever a unit member is reassigned.

- E. A pre-conference shall be conducted with the affected unit member and his/her immediate supervisor to obtain concurrence; if no agreement can be reached, the matter of reassignment shall be decided by the next level supervisor. In any case, reasons for the pending reassignment shall be submitted, upon the unit member's request, in writing. Current mileage reimbursement shall be paid for miles traveled in excess of the miles normally traveled from home to the regular work site.
- F. A list of the Office's vacant assignments, within the unit member's present position classification, will be made available to each unit member being considered for reassignment. A unit member may request the positions, in order of preference, to which transfer is desired.
- G. Reassignment Mileage. Unit members who are reassigned shall be reimbursed for mileage if the distance between the former assignment and the new assignment is in excess of thirty (30) round trip miles. The excess mileage shall be reimbursed at the prevailing County Office mileage reimbursement rate for thirty (30) work days beginning the first day of the new assignment.

This provision shall not apply to unit members who:

1. Are receiving a remote site stipend as a result of the reassignment.
2. Have itinerant or independent study assignments.

ARTICLE IX: PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Office an assignment authorizing deduction of unified membership dues in the Association. Such authorization shall continue in effect unless revoked in writing. Pursuant to such authorization, the Office shall deduct one-tenth (1/10) of such dues from the regular ten month salary checks received by the employee for the contract year of ten months. Deductions for teachers signing such authorization after the beginning of the regular contract year shall be prorated.
2. With respect to all sums deducted by the Office pursuant to authorization of the unit member, the Office agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished to the Association.
3. The Association agrees to furnish any information needed by the Office to fulfill the provisions of this Article.
4. Upon appropriate written authorization from the unit member, the Office shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Office.
5. The Office shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or more after such submission.
6. The Office shall deduct agency fees, as required by law, from the pay of unit members who do not become members of the Association.
7. Dues Payer or Agency Fee

Unit members' pay checks will indicate dues payer or agency fee payer status as appropriate based on information provided by the Association.
8. Religious Objector
 - A. Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, amounts equal to the service fee to one of the following qualified charitable organizations: FACT (Foundation to Assist California Teachers), United Way, or Dollars for Scholars.

- B. To receive exemption from service fees as a religious objector, a unit member must submit to the Association a detailed written statement establishing the basis for the religious exemption. Forms for this purpose may be obtained from the Association. If accepted, the unit member shall make the payment to one of the designated charities.

- C. The recognized employee organization shall indemnify and hold the public school employer harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the school district's compliance with this section. The recognized employee organization shall have the exclusive right to determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed. This indemnification and hold harmless duty shall not apply to actions related to compliance with this section brought by the exclusive representative of district employees against the public school employer.

ARTICLE X: GRIEVANCE

1. Definitions

- A. A "grievance" shall mean a written alleged violation, misapplication, or misinterpretation of a specific provision of this Agreement which adversely affects the grievant.
- B. A "grievant" shall mean a unit member or group of unit members or the Association covered by this Agreement filing a grievance.
- C. A "conferee" shall mean an Association representative, an Association staff representative, or legal counsel approved by the Association in writing, selected by the grievant to assist him in presenting and processing his grievance. A unit member's immediate administrator, with whom a grievance is filed, may also choose a representative in processing grievances.
- D. For purposes of this article only, "day" means a day on which the administrative office of the Office of Education is open for business.

2. General Provisions

- A. All parties agree that these proceedings will be kept confidential, and that the grievant and his immediate administrator should attempt to resolve the grievance at the informal level.
- B. All materials concerning a unit member's grievance shall be kept in a confidential file separate from his personnel file.
- C. The filing of a grievance shall in no way interfere with the rights of the Board and/or the Superintendent to proceed in carrying out their responsibilities subject to the final decision of the grievance. In the event the grievance involves an order, requirement, or other directive, the grievant shall fulfill or carry out such order, requirement, or other directive, pending the final decision of the grievance, unless it endangers the safety of unit members.
- D. Nothing contained herein will be construed as limiting the right of any grievant to discuss a grievance informally with his immediate administrator, or to have the grievance adjusted, prior to Level IV without intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. Any proposed resolution at Level I, II, or III, shall not be agreed upon by the Office of Education until

the Association has been provided a copy, and has been allowed three (3) days for an opportunity in which to respond.

- E. In a case of multiple grievance claims on the same issue, the Office of Education may elect to hear only one written grievance filed, as determined by the Association, if any of the grievants are represented by the Association, and the decision rendered shall be applicable to all grievances filed on the same issue arising from the same set of circumstances.
- F. Although a specific time period is provided for administrative decisions at each level of the grievance procedure, it is recognized that multiple grievance claims must be processed in a sequential manner. Consequently, at each level of the procedure, grievance claims shall be assigned consecutive numbers based upon the order in which they are received. Administrative personnel shall process such numbered grievances in a sequential manner, following a pattern that first filed will be first considered, in a timely fashion. Regardless of specific time periods provided for decisions at the various levels of this procedure, administrative personnel shall not be required to consider more than one grievance claim per day.
- G. A unit member who fails to comply with the time limits established in this procedure shall forfeit all rights to apply the grievance procedure for the alleged Agreement violations. Time lines may be extended by mutual written agreement. Also, the time lines would be extended upon request of the grievant who is on scheduled recess or approved leave. Failure by the administration to adhere to decision deadlines constitutes the right for the grievant to appeal automatically to the next higher step.
- H. No more than one conferee of the grievant shall have the right to receive released time for the meetings and conferences specifically provided for herein.
- I. If any hearing at Level IV is scheduled during the day, any unit member required by either party to testify at the hearing shall be released from regular duties without loss of compensation. No more than two bargaining unit members may be on release time under this subsection at any one time unless their presence is required for immediate testimony at hearing.
- J. With prior notification to the immediate administrator, designated Association officers and/or Association representatives shall be given reasonable release time; in order to assist in the investigation and presentation of grievances.

K. The forms to be utilized in the grievance procedure shall be included in Appendix D of this agreement.

3. Informal Procedure

Informal Level

The unit member shall meet with his immediate administrator to discuss the potential grievance in an attempt to resolve it informally. The grievant has the right to a representative at the informal level. If the potential grievance is not resolved at this level, the unit member may proceed to Level I. The Office of Education and the Association may mutually agree in writing to waive any level of the grievance procedure. The Office of Education and the Association agree that every effort will be made by management and the grievant to settle grievances at the lowest possible level.

4. Formal Procedure

For purposes of Section 7.4 the required timelines shall begin on the first (1st) day following the date of receipt of a grievance by the Office of Education or the first (1st) day following receipt of the Office of Education decision by the grievant.

A. Level I

Within twenty-five (25) days of the occurrence, or within twenty-five (25) days of when the unit member could reasonably have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his grievance in writing utilizing the designated grievance form, included as Appendix "D" in this agreement to his/her immediate administrator. On this form the unit member shall make a clear and concise statement of the grievance, the circumstances involved, and the specific article(s) that was allegedly violated, the decision rendered at the informal conference, and the specific remedy sought. The immediate administrator shall communicate a decision to the unit member in writing within ten (10) days from the date the written grievance is received by the immediate administrator. If the immediate administrator does not respond within the time limits, the grievant may appeal to the next level. Within the foregoing time limit either party may request a personal conference to discuss the grievance. Either the grievant or the immediate administrator may have a conferee present at such a conference.

B. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Division Administrator, within ten (10) days after receiving the decision at Level I. This written appeal statement shall include a copy of the original grievance, the decision rendered at Level I and a clear, concise statement of the reasons for the appeal. The parties shall convene a meeting to discuss the grievance within ten (10) days of the filing of the Level II documents. Either party may have a conferee present at such a conference. By mutual agreement of the parties, additional conferees may be present at the conference. The Division Administrator, or his/her designee, shall communicate a decision within ten (10) days from the date the Level II conference is held by the Division Administrator. If the Division Administrator, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

C. Level III

In the event the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Superintendent, within ten (10) days after receiving the decision at Level II. The written appeal statement shall include a copy of the original grievance, the decisions rendered at previous levels, and a clear, concise statement of the reasons for the appeal. The parties shall convene a meeting to discuss the grievance within ten (10) days of the filing of the Level III documents. Either party may have two conferee(s) present at such a conference. By mutual agreement of the parties, additional conferees may be present at the conference. The Superintendent, or his/her designee, shall communicate a decision within ten (10) days from the date the conference is held by the Superintendent. If the Superintendent, or his/her designee, does not respond within the time limits, the grievant may appeal to the next level.

D. Level IV - Arbitration

In the event that the grievant is not satisfied with the decision at Level III, the unit member may request, in writing within five (5) days, that the Association submit the grievance to arbitration. If the Association agrees to proceed, the Association will request arbitration of the grievance in writing to the Office of Education within fifteen (15) days of the issuance of the Level III decision. Such request must be in writing and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration. In electing to pursue the grievance through arbitration, the grievant and the Association thereby agree that the arbitration process shall be the only

forum for resolving the grievant's claim, that the arbitrator's decision shall be final and binding, and that they will not thereafter attempt to achieve a different resolution through a separate remedial procedure, whether established by statute or by regulation having the force of law.

No later than fifteen (15) days after the Office of Education's receipt of the request for arbitration from the Association, the Association and the Office of Education shall meet to determine a mutually acceptable arbitrator. In the event the Association and the Office of Education are unable to reach agreement on a mutually acceptable arbitrator, the Association shall request, within the same fifteen (15) day period, that the American Arbitration Association shall supply a listing of names pursuant to its rules. The Arbitrator selected must be a member of the National Academy of Arbitrators and must have recent experience in arbitration of grievances involving public school employers.

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except where the specific language herein is in conflict, which specific language will prevail.

Any award of the arbitrator shall be binding on the grievant, the Association and the Office of Education.

It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:

- (1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this Agreement in the respect alleged in the grievance.
- (2) The arbitrator shall have no power to establish salary structures or change any salary.
- (3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
- (4) The arbitrator shall have no power to change any practice, policy, or rule of the Office of Education; nor to substitute his judgment for that of the Office of Education as to the reasonableness of any such practice, policy, rule, or any

action by the Office of Education; nor to adjust, modify or amend salary schedules or classification structures.

- (5) The standard of review for the arbitrator is whether the Office of Education acted in an arbitrary and capricious manner which is a violation of the express terms of this Agreement.
- (6) The arbitrator shall not consider any issue raised by the grievant unless it was made known in writing to the Office of Education in an earlier Level of this Grievance Procedure.
- (7) The arbitrator shall have no power to recommend or resolve any of the following:
 - a. The termination of services or any other disciplinary action or failure to re-employ any member of the Unit.
 - b. Any matter involving evaluation, except where procedure has been violated.
 - c. Nothing herein shall be construed to prevent or limit deferral to arbitration by the Public Employment Relations Board pursuant to Government Code Section 3541.5(a)(2)
- (8) All fees and expenses of the arbitrator shall be shared equally by the Office of Education and the Association. The Office of Education shall only bear its own expenses. Arbitration hearings shall be held at the Office of Education, unless the parties mutually agree otherwise. If the Office of Education claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such a claim shall, at the option of the Office of Education and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The Office of Education may forego the above preliminary motion procedure, and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits. If the Office of Education should choose to refuse to arbitrate a dispute, nothing in this section shall preclude the Association from seeking, through appropriate administrative or judicial proceedings, to compel the Office of Education to proceed to arbitration.

- (9) The arbitrator shall have no power to render an award on a grievance claim arising out of an act or omission prior to the effective date of this Agreement or after the termination of this Agreement.

ARTICLE XI: WORK YEAR AND HOURS OF EMPLOYMENT

A. WORK YEAR

1. Juvenile Court and Community School Program Unit Members

The regular teaching year shall be 190 days to be worked in a school calendar as adopted annually by the County Board of Education. For retirement credit purposes a full-time work year shall be considered 190 teaching days.

Unit members shall be notified no later than April 15 each year of the succeeding school calendar year including intersessions dates if intersessions will be a part of the school calendar as determined at the sole discretion of the Superintendent.

2. Hope Infant Program Unit Members

The teaching year for unit members assigned to the HOPE Infant Program shall be 190 days to be worked in a school calendar as adopted annually by the County Board of Education. Unit members shall be notified no later than May 15 each year of the date of the school calendar for the succeeding school year. For retirement credit purposes, a full-time work year shall be considered 190 teaching days.

3. Migrant Education Preschool Program Unit Members

The teaching year for unit members assigned to the Migrant Education Preschool Program shall be 184 work days to be worked in a school calendar as adopted annually by the County Board of Education. Unit members shall be notified no later than May 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the pre-school is not in session. Exceptions may be granted on a case-by-case basis. For retirement credit purposes, a full-time work year shall be considered 184 teaching days.

4. Special Education –SELPA Program Unit Members

The teaching year for unit members assigned to a SELPA special education program shall be 185 days. Depending on the SELPA member district(s) to which the unit member is assigned, the unit member may work additional days in the regular school year based on the school calendar for the district to which the unit member is assigned. Such days shall not be considered a part of the teaching contract year, but shall be compensated at the unit member's regular rate of pay. For retirement credit purposes a full-time work year shall be considered 185 days.

5. Friendship School Program Unit Members

The teaching year for unit members assigned to the Friendship School shall be 190 days to be worked in a school calendar as adopted annually by the County Board of Education. Unit members shall be notified no later than May 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the program is not in operation. For retirement credit purposes, a full-time work year shall be considered 190 teaching days.

6. SDCOE Special Education Program Unit Members

The teaching year shall be 190 days to be worked in a school calendar as adopted annually by the County Board of Education. For retirement credit purposes a full-time work year shall be considered 190 teaching days.

7. Outdoor Education Program Unit Members

The regular teaching year for unit members assigned to the Outdoor Education Program shall be 175 days to be worked in a school calendar as adopted annually by the County Board of Education. Unit members shall be notified no later than May 15 each year of the date of the school calendar for the succeeding school year. Unit members shall schedule recess days (non-work) days during times when the program is not in operation. For retirement credit purposes, a full-time work year shall be considered 175 teaching days. This provision shall become effective July 1, 2013.

8. In-Service

The Office may specify up to five of the unit members scheduled work days as in-service days. Attendance at these in-service days shall be required. In-service days may also be scheduled in addition to the unit members' regular school work calendar. Attendance at such additional in-service meetings shall be voluntary. Compensation for hours in attendance shall be prorated based on the number of hours worked and the unit members' daily rate for the fiscal year in which the in-service meeting is scheduled.

9. Extended School Year (ESY)

Unit members assigned to a SELPA special education programs may work additional days beyond the regular school calendar based on the needs of the instructional

program to which the unit member is assigned and as determined by the Program Director. These days shall be designated as Extended School Year (ESY) days.

10. The calendar will recognize and follow the County Office holiday schedule adopted by the Superintendent of Schools each year. In addition, the calendar will recognize and follow the instructional calendar for the particular school or program within which the unit member is assigned.
11. Unit members assigned in programs which do not operate on a year round basis (245 days) shall schedule recess periods (non-work days) during times when the program is not in operation; exceptions may be granted on a case-by-case basis.
12. Shared Contracts. A work plan may be developed such that two (2) unit members share one (1) position. The calendar for each unit member shall reflect not less than 123 workdays. The calendar shall be planned by the unit members in cooperation with the program administrator and submitted to the appropriate Director for approval before becoming a part of the contract issued to each unit member by the Human Resources administrator.
13. For all unit members not assigned to the Court Schools, the program administrator to whom the unit member is assigned will develop a total year master work schedule not inconsistent with the specific provisions of this agreement.

B. HOURS

1. The workweek and workday shall be structured and directed by the unit member's program administrator. The normal workweek and workday for all unit members shall be as follows.
2. Except for unit members in designated Community Day Schools, the Outdoor Education Program, and pre-school teacher assignments, and in Extended School Year (ESY) assignments, or in Intersession assignments the normal workweek shall be thirty-three and three quarters (33-3/4) hours per week, normally to be rendered in units of six (6) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.

3. For all unit members in designated Community Day School assignments, the normal workweek shall be thirty-eight and three quarters (38-3/4) hours per week, normally to be rendered in units of seven (7) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.
4. For unit members in pre-school teacher assignments, the normal workweek shall be thirty-seven and one half (37 ½) hours per week, normally to be rendered in units of seven (7) hours and thirty (30) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.
5. The length and schedule for the normal workweek and workday exclusively for Outdoor Education Program unit members shall be determined by the Outdoor Education Program administrator. Student contact time shall not exceed twenty-five (25) hours per week exclusive of a duty free lunch period of a minimum of thirty (30) minutes.
6. For unit members in ESY assignments, work hours days may be less than six (6) hours and forty-five (45) minutes as determined by the Program Director.
7. The normal workweek and workday for all unit members shall be as follows:
 - A. The workweek and workday shall be structured and directed by the unit member's program administrator. Except for unit members in designated community day school, Outdoor Education, pre-school teacher Intercession, and Extended School Year (ESY) assignments, the normal workweek shall be thirty-three and three quarters (33-3/4) hours per week, normally to be rendered in units of six (6) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.
 - B. The length and schedule for the normal workweek and workday exclusively for Outdoor Education unit members shall be determined by the Outdoor Education program administrator. Student contact time shall not exceed twenty-five (25) hours per week exclusive of a duty free lunch period of a minimum of thirty (30) minutes.
 - C. For all unit members in designated community day school assignments, the normal workweek shall be thirty-eight and three quarters (38-3/4) hours per week, normally to be rendered in units of seven (7) hours and forty-five (45) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes. For unit members in pre-school teacher assignments, the normal workweek shall be thirty-seven and one half (37 ½)

hours per week, normally to be rendered in units of seven (7) hours and thirty (30) minutes of school based service per day, exclusive of a duty free lunch period of a minimum thirty (30) minutes.

D. For unit members whose classroom assignment is located at a site of three (3) or less teachers the scheduling of the teacher lunch period will be determined by agreement between the teacher and the principal. If no agreement is reached, the program director shall determine the scheduling of the teacher lunch period. The program director's decision may be appealed to the division Assistant Superintendent, whose decision is final.

E. For unit members in ESY assignments, work hours/days may be less than six (6) hours and forty-five (45) minutes as determined by the Program Director.

8. Normal full-time classroom teaching shall not exceed a maximum of three hundred (300) minutes per day.
9. In addition to the daily service requirement described above, a unit member shall, under the direction of his/her program administrator, be required to continue to render service normally associated with the educational profession.
10. When employment within a certain program is available beyond 190 days, the County Office will offer said employment to regular full-time unit members within the same program administration, not to exceed 225 days, prior to seeking outside personnel.
11. Any exceptions to the above shall be recommended in advance by the program administrator and approved by the Superintendent.

C. INTERSESSION

1. Intersession is defined as those school days as determined at the sole discretion of the County Superintendent scheduled outside the regular contract year.
2. As soon as practicable, but no later than April 15 unit members will be notified of intersession schedule for the upcoming school year.
3. Unit members who desire to work a scheduled intersession shall submit an application in the manner prescribed by Human Resources no later than May 1. Unit members shall be given notice no later than May 31 if their request for an intersession is approved.

4. Unit members serving in an intersession assignment must work the entire scheduled intersession or a work plan may be developed such that two (2) unit members may share a single scheduled intersession assignment of ten (10) days or more subject to the approval of the program administrator. The work plan for a shared intersession must be submitted within the published intersession application deadline.
5. Unit members may apply to work multiple intersessions but any combination of full intersessions shall not exceed a maximum of thirty-five (35) intersession days.
6. Intersession assignments will be made as follows in priority order:
 - a. A unit member who has applied for an intersession assignment shall be permitted to work an intersession assignment at his/her current site/classroom if an assignment is available in that classroom.
 - b. A unit member whose own class is not available for intersession and wishes an intersession assignment has priority for a vacant intersession assignment at his/her site based on the following:
 - i. Teaching credential/certification
 - ii. Experience within the last three (3) years teaching in the particular instructional setting, e.g. community school, or independent study; or experience within the last three (3) years teaching the particular specialized course offered during the intersession.
 - c. A unit member whose own class is not available for intersession and there is no other intersession assignment at his/her site and who wishes to teach an intersession assignment has priority for an intersession assignment to a vacant assignment at another site based on the following:
 - i. Teaching credential/certification
 - ii. Experience within the last three (3) years teaching in the particular instructional setting, e.g., community school or independent study; or experience within the last three (3) years teaching the particular specialized course offered during the intersession.

iii. Seniority

7. The County Office reserves the right to decline intersession work requests for unit members who have received below standard performance evaluation within the past three (3) years.
8. A unit member may request and shall receive a conference to discuss the reasons for the denial of intersession. In lieu of such conference the unit member may request and shall receive the reasons in writing.
9. If there is an insufficient number of available qualified unit members for intersession assignments, applicants from outside the SDCOE may be recruited for assignments.
10. Intersession assignments shall be made on a year-to-year basis. An intersession assignment automatically terminates at the end of the intersession worked.
11. Intersession sites may be closed as determined by the Superintendent due to insufficient enrollment within ten (10 days) of the beginning of the intersession and the unit member shall be released from that intersession assignment. Unit members scheduled to teach specific classes that are subsequently closed due to low enrollments will be first given consideration for other vacancies that occur for which they are qualified based on the criteria above, except they may not displace unit members who have been notified of an Intersession placement.
12. The assigned duty day for an intersession assignment shall be as defined in Section B of this Article. On-site duty time shall be specified for each site by the principal to accommodate the requirements of the effective operation of the school program including required instructional minutes. Mandatory staff meetings shall be scheduled and concluded within the unit member's work day.

ARTICLE XII. EVALUATION

The purpose of this evaluation program is to enable Association of Educators unit members to continue to improve the effectiveness of their instructional as well as specialized services to students and other clients. Standards and forms referenced in the following procedure are in Appendix E1 to F4 of this agreement. A joint committee shall be established to review and revise the evaluation procedures, standards and forms. Any proposed revisions to the current process would be included in the negotiations process for the 2016-17 school year. The committee shall be comprised of five (5) appointees by the Association and five (5) appointees by the SDCOE.

1. Evaluation Procedure

A. The evaluation process consists of Track I and Track II.

- (1) Track I shall be used by:
 - (a) Probationary status unit members
 - (b) Permanent status unit members who have not completed one cycle of Track I evaluation after achieving permanent status
 - (c) Permanent status unit members who have received an overall “unsatisfactory” evaluation rating in the last evaluation cycle
 - (d) Permanent status unit members who have chosen this option
- (2) Track II may be selected by permanent status unit members who have successfully completed at least one cycle of Track I evaluation. The Track II shall be used for the evaluation of unit members in non-classroom assignments in the absence of a specific evaluation process for such assignments, e.g., Resource Teachers.
 - (a) If the unit member and evaluator fail to reach mutual agreement regarding the design of evaluation activities for the Track II evaluation process, the decision concerning the design of the evaluation process will be mediated by the program director. It is the intent of the parties that mutual agreement between the unit member and the evaluator on the design of the individualized Track II evaluation process will be accomplished through this procedure.

B. Timeline: Evaluation for permanent status unit members shall be completed at least every two years and presented to the unit member not later than 30 days before the

last school day on the program calendar for the school year in which the evaluation takes place commencing with the initial evaluation occurring during the unit member's first year in permanent status.

Evaluation of first year probationary unit members shall be completed and presented to the unit member not later than 30 days before the last school day on the program calendar for the school year in which the evaluation takes place. Evaluation of second year probationary unit members shall be completed and presented to the unit member prior to March 1.

Unit Members in a non-teaching position serving in their first two years of services with the COE, and those for whom performance issues have been identified, shall be evaluated annually in accordance with the provisions of Article XII – Evaluation and in subsequent years, shall be evaluated on a schedule consistent with contract provisions for unit members who have attained permanent status.

- C. At any time after July 1 and prior to September 15, each unit member shall be given a copy of this Article, necessary forms, and other policies and regulations on which the unit member will be evaluated.
- D. At any time after July 1 and prior to October 1 of the year in which evaluation is to take place, the evaluator and the unit member shall meet to review the evaluation process and to complete the Planning and Goals Form.
- E. Unit members shall not be required to participate in the evaluation of other unit members.
- F. Any alleged violation of evaluation procedures of this Agreement shall be subject to the Grievance Procedure (Article X).
- G. The California Standards for the Teaching Profession (SDCOE ENHANCED CSTP) are the established standards of professional practice which guide both Track I and Track II evaluation procedures. The seven standards are:

- (1) Engaging and supporting the learning of every student
- (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 every student
- (5) Assessing student learning
- (6) Developing as a professional educator
- (7) Fulfilling professional responsibilities

H. Counselor: SDCOE Standards for the Professional Counselor are the established standards of the professional practice which guide both Track I and Track II evaluation procedures. The eight (8) standards are:

- (1) Program Management
- (2) Guidance
- (3) Counseling
- (4) Consultation and Collaboration
- (5) Coordination
- (6) Program Assessment
- (7) Student Assessment
- (8) Professional Responsibilities

I. Planning and Goals Conference

- (1) The evaluator and unit member will conduct a Planning and Goals Conference at any time after July and prior to October 1 to identify the evaluation process (Track I or Track II) and to determine instructional and professional goals.
- (2) The Planning and Goals Conference focuses on:
 - (a) Goals based upon three individual Professional Standards as provided for in this Article and agreed upon between the unit member and the

evaluator. Each unit member is still accountable for the successful application of all standards applicable to his/her job classification.

- (b) A discussion of the following:
 - A review of SDCOE Enhanced California Standards for the Teaching Profession or the Professional School Counselor.
 - Expected frequency of informal visits or observation of unit member-student interactions.
 - The formal observation format.
 - The goals identified on the Planning and Goals Form.
- (c) Timeline for formal observations, mid-year and annual evaluation conferences.
- (d) Discussion of the types of support available for the unit member: peer mentoring, PAR consultants, staff development opportunities, resource materials, professional literature, committee participation, networking, etc.

2. Track I Evaluation

- A. Each Track I evaluation for probationary status unit members shall include at least two formal observations (preceded by a pre-observation conference) of a minimum of thirty (30) consecutive minutes each, prior to the mid-year conference to be held no later than December 15. At least two additional formal observations (preceded by a pre-observation conference) will be completed prior to the final evaluation conference held by March 1 in the case of **second** year probationary unit members or in the case of **first** year probationary unit members by 30 days before the last school day on the program calendar.
- B. Each Track I evaluation for permanent status unit members shall include at least two formal observations (preceded by a pre-observation conference) of a minimum of thirty (30) consecutive minutes prior to the final evaluation conference.
- C. Track I Observations

- (1) One week prior to the formal observation, the unit member provides the evaluator with a lesson/activity plan for the observation period and will be prepared to discuss the Pre-Observation Conference Form.
- (2) The evaluator completes a an Observation Form for each formal observation. A copy of that Observation Form is provided to the unit member within two days of the formal observation.
- (3) The Post-Observation Form may be completed by the unit member to enhance the discussion at the Post-Observation Conference.
- (4) Post-Observation Conference will be scheduled within seven (7) workdays of the formal observation or as mutually agreed upon by unit member and evaluator.

D. Summary Evaluation Process

- (1) The evaluator will complete the *Summary Evaluation of Performance Form*. This form will summarize, in writing, observation visits and record summary evaluation remarks. Content of the following forms will be discussed at this conference: the *Observation Form*, the *Post-Observation Form*, and the *Summary Evaluation of Performance Form*.
- (2) The unit member shall be given an opportunity to thoroughly discuss the evaluation with the evaluator prior to placement of *the Summary Evaluation of Performance Form* in the Personnel File.
- (3) The unit member has the right to have a representative of the Association present at the Summary Evaluation Conference.
- (4) For permanent status unit members in classroom teaching assignments, an overall “unsatisfactory” summary evaluation rating will require a referral to PAR.
- (5) At the conclusion of the Summary Evaluation conference, the unit member shall sign and date the *Summary Evaluation of Performance* form.
- (6) If the unit member disagrees with the final *Summary Evaluation of Performance*, he/she may write a response to be attached to the Evaluation form prior to placement in the unit member’s Personnel file.

- (7) All forms pertaining to the unit member's evaluation will be forwarded to the program director. After reviewing the documents, the program director will sign the *Evaluation of Performance*. This signature indicates that a review has been conducted.

E. Second Evaluation

- (1) If the unit member strongly disagrees with the evaluation, he/she may request a second evaluation. The unit member must respond and request a second evaluation within three (3) working days after receiving the *Summary Evaluation of Performance* form.
- (2) If the second evaluation is requested by the unit member, the program director will discuss the *Summary Evaluation of Performance* with the unit member. The conference will be held within five (5) working days after director receipt of the evaluation.
- (3) If the unit member still disagrees with the evaluation, the program director will give the unit member a choice of three administrators to conduct the second evaluation. The unit member must select one of the three within seven (7) days.
- (4) The procedures for the unit member's second evaluation will be followed exactly as the original evaluation procedures.
- (5) All conclusions and the overall summary from the second evaluation are final. There is no appeal.

3. Track II - Evaluation (available only for permanent status teachers and unit members in non-classroom assignments)

- A. The alternative evaluation process is designed to encourage creativity and innovation in support of instruction or counseling and professional growth. The process offers to unit members an alternative to the Track I evaluation process when they have demonstrated effective performance of the SDCOE Enhanced Standards of the Teaching Profession and the California Content Standards or the SDCOE Standards

for Professional School Counselor or when they are serving in non-classroom assignments. The process is flexible in order to encourage unit members to grow in areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects, and criteria established under Track II serve as the certificated performance evaluation in lieu of Track I, however, the Summary Evaluation of Performance form shall be completed at the conclusion of the evaluation process. The process is structured to strengthen cooperative collegial relationships.

- B. Permanent status unit members may elect, with mutual agreement of the evaluator, to participate in Track II if they meet the following criteria:
- (1) Received an overall evaluation rating of “meets standards” on the most recent evaluation, and
 - (2) Participated in at least one cycle of Track I evaluation as a permanent status unit member.
- C. Track II encourages the design of personalized systems of evaluation to promote professional growth, such as, but not limited to the following:
- self-appraisal
 - journal
 - partner observations
 - peer appraisal
 - parental and student commentaries
 - portfolio of accomplishments
 - peer coaching
- D. At a planning conference held in compliance with the timelines established in Section 1(D), the unit member will collaborate with the evaluator on developing the preliminary evaluation plan, including constraints. Unit members and evaluators are encouraged to be creative and take risks when developing options, and to consider a focus on expansion and improvement of skills and/or the program. Within 7 working days

following the conference, the unit member will provide a final copy of the *Annual Planning and Goals Form* to the evaluator.

- E. Regular informal classroom observations, or observation of other unit member-student interactions, are considered a normal function of general administrative supervision. Formal observations, as a part of the Track II evaluation process, are within the purview of the mutual agreement of the evaluator and unit member.
- F. The unit member will provide a minimum of two (2) written updates to the evaluator between November 15 and April 1.
- G. While participating in Track II, unit members continue to be responsible for performance of basic job description requirements, general unit member expectations, Education Code requirements, the California Standards for the Teaching Profession or the SDCOE Standards for the Professional Counselor as appropriate, and SDCOE goals and expectations.
- H. At the conclusion of the evaluation period, the unit member shall provide the evaluator with the appropriate documentation of satisfactory completion of the evaluation plan. The evaluator shall discuss the documentation with the unit member and complete a Summary Evaluation of Performance for inclusion in the unit member's file.
- I. The Summary Evaluation of Performance shall be completed and presented in accordance with the timeline of 12.1.B.
- J. Subsequent to the development of the evaluation plan, the unit member may notify the evaluator of his/her desire to modify the evaluation plan. The changes must be made by mutual agreement. The unit member may, at his/her option, change to Track I prior to November 30. If the change is made to Track I, timelines will be mutually established in accordance with the appropriate sections of this Agreement.

ARTICLE XIII: LEAVES

This article contains all leave provisions of this Agreement.

1. Sick Leave

- A. Sick leave utilization shall be for physical and mental disability absences which are medically necessary and caused by illness, injury, maternity, disability, or quarantine.
- B. Sick Leave for unit members shall be accrued at the following rate to a maximum of eleven (11) days in any one fiscal year.
 - a) 190-day full-time contract year assignment – 11 days (74.25 hours)
 - b) 185-day full-time contract year assignment – 10.5 days (70.88 hours)
 - c) 184-day full-time contract year assignment – 10.5 days (78.75 hours based on 7.5 work day)
 - d) 175-day full-time contract year assignment – 10 days (60.75 hours)

Unit members whose employment contract is less than the full-time work year for the assignment as defined in Article XI shall be entitled to sick leave in the same ratio his/her employment bears to full-time employment.

- C. The Superintendent reserves the right to require a unit member to provide a statement by his/her physician verifying the cause of absence.
- D. Unused sick leave shall accrue from school year to school year without limits.
- E. The Superintendent shall provide each unit member with a written statement of (1) his/her accrued sick leave total, and (2) his/her leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.
- F. Any unused sick leave credit may be used by a unit member for sick leave purposes, without loss of compensation. Upon exhaustion of all accumulated sick leave credit, a unit member who continues to be absent for purposes of this policy shall receive fifty percent (50%) differential pay for a period not to exceed five (5) continuous school months; i.e., 100 days of paid sick leave. In order to qualify for differential pay, a unit member shall first utilize all accumulated sick leave credit. Upon exhaustion of all accumulated sick leave credit, a unit member shall receive fifty percent (50%) of regular salary for a period not to exceed five (5) school months. Only one increment of

differential pay shall be allowed for any single and continuous absence that extends into the next school year.

- G. A unit member becoming aware of the need for extended absence due to surgery, maternity, or other predictable or priory scheduled cause, should normally submit a statement form his/her attending physician as far in advance of the initial disability date as possible. The physician's statement shall include the beginning date of disability, the cause of disability, and the anticipated date of return to active service. Immediately upon return to active service, the unit member shall complete the Office absence form and submit it to the immediate supervisor. If a unit member desires a greater level of confidentiality, he/she may request special consideration in processing their leave request.
- H. Sick leave commences when the unit member calls in to report the absence and requests a substitute from the Office not later than 7:00 a.m.
- I. Prior to 3:00 p.m., the unit member has the responsibility to notify the principal (ROP and Special Education unit members notify the Office) of his/her particular school site, of intent to return from sick leave so that the substitute may be released. Failure to do so results in the retention of the substitute and another day of sick leave charged to the unit member. Substitutes will automatically be released on the last working day of the week unless otherwise notified.
- J. A unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment, shall be required to submit, prior to return to active duty, a medical statement indicating an ability to return to his/her position.
- K. The Office retains the right to have a physical examination of any employee to confirm fitness for duty. A mental examination shall be authorized in accordance with the Education Code. The cost of such examinations shall be borne entirely by the Office.
- L. Should a unit member retire his/her unused accumulated sick leave shall be credited toward retirement according to S.T.R.S. regulations.

2. Industrial Accident and Illness Leave

Industrial Accident and Illness Leave shall be granted for illness or injury incurred within the course and scope of a unit member's assigned duties. The unit member who has sustained a job related injury shall report the injury (Office approved accident form) to the immediate

supervisor within twenty-four (24) hours of knowledge the illness is an alleged industrial illness. Requirements for such leave shall be:

- A. Allowable leave shall be for not more than sixty (60) days during which the schools of the Office are required to be in session or when the unit member would otherwise have been performing work for the Office in any one (1) fiscal year for the same accident.
- B. Allowable leave shall not be accumulated from year to year.
- C. Industrial Accident or Illness Leave shall commence on the first day of absence.
- D. When a unit member is absent from his/her duties because of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs and will result in a payment to him/her of not more than his/her full salary.
- E. Industrial Accident or Illness Leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
- F. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- G. During any paid leave of absence, the unit member shall endorse to the Office the temporary disability indemnity checks received on account of his/her industrial accident or illness. The Office, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
- H. A unit member shall be permitted to return to service after an industrial accident or illness only upon presentation of a release from the authorized Worker's Compensation physician certifying the unit member's ability to return to and adequately perform the duties of the position classification and without detriment to the unit member's physical and emotional well-being.

3. Personal Necessity Leave

Personal Necessity Leave may be utilized for circumstances which are serious in nature and cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

A. Procedure -- Unit members shall submit a request for Personal Necessity Leave approval to the immediate supervisor normally not less than two (2) working days prior to the beginning date of the leave when possible. The prior approval required for Personal Necessity Leave shall not apply to the following reasons:

- (1) Death or serious illness of a member of the unit member's immediate family.
- (2) Accident involving person or property or the person or property of the unit member's immediate family.

When prior approval is not required, the unit member shall make every reasonable effort to comply with Office procedures designated to secure substitutes and shall notify the immediate supervisor of the expected duration of the absence.

B. Requirements -- A unit member may use not more than eight (8) days per year of accumulated Sick Leave for purposes of approved Personal Necessity Leave. However, a unit member shall be permitted to use in any calendar year his/her accrued and available sick leave to attend to the illness of a child, parent, or spouse or domestic partner. The maximum leave an employee may use for this purpose is the amount of leave the employee accrues in a six-month period. The use of accrued sick leave for this purpose shall be considered to be Personal Necessity Leave.

Examples of reasons for which approval shall not be granted are:

- (1) Political activities or demonstrations
- (2) Vacation, recreation or social activities
- (3) Employee association activities
- (4) Routine personal activities
- (5) Seeking other employment

A unit member may use no more than three days of Personal Necessity Leave under this section for "Personal Business" as determined by the unit member without disclosing the nature of the business. Personal Business days may only be used for purposes as permitted under Personnel Necessity leave, Article XIII (3). Immediately upon return to active service, the unit member shall complete the office absence form and submit it to the immediate supervisor. The unit member shall provide, upon Office request, additional verification of the use of these leave provisions.

4. Bereavement Leave

- A. A unit member shall be granted up to three (3) days for bereavement purposes for members of the immediate family. If out-of-state travel or travel 300 miles distance from the Office is required, two (2) additional days shall be allowed. Additional days of absence beyond those described herein may be provided under the terms of the Personal Necessity Leave provisions of this Article.
- B. Immediately upon return to active service, unit members shall complete the appropriate absence form and submit it to their immediate administrator. Unit members shall provide, upon Office request, additional verification of the use of these leave provisions.

5. Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, appearance as a witness (in court) other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the unit member.

- A. The unit member seeking Official Judicial Appearance Leave shall submit a request accompanied by the official order for an approved absence to the immediate supervisor on the next working day after the individual knows he/she is to appear.
- B. A unit member shall be granted a leave of absence not to exceed the duration of the requirements of the official order for participation and appearance.
- C. A unit member granted a leave of absence under these provisions shall be granted Office compensation, which when added to jury or witness fees shall not exceed the unit member's regular compensation. The unit member shall endorse to the Office the jury or witness fees checks. The Office, in turn, shall issue the unit member's appropriate salary warrants for payment of his/her salary and shall deduct normal retirement and other authorized contributions.
- D. Per diem and other travel expenses shall be retained by the unit member.
- E. Upon completion of duty, the unit member shall have the secretary to the court complete a notice of duty termination and return to work.

6. Military Leave

Every unit member shall be entitled to such leave of absence as authorized by law.

7. Legislative Leave

A unit member who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term or terms in office according to law.

8. Sabbatical Leaves

- A. Unit members of the Office are eligible for a sabbatical leave of one year or less after seven (7) consecutive years of employment with the Office. During the sabbatical leave, the unit member shall be paid fifty (50) percent of the salary he would have earned if working in his/her regular contract assignment.
- B. The unit member who is granted a sabbatical leave must agree to return to full-time employment with the Office for not less than twice the length of the leave, immediately following the completion of the leave, or repay the salary received during the sabbatical leave. The unit member shall post a bond in an amount not less than the salary to be paid during the period of leave.
- C. Sabbatical leaves may be granted for purposes of professional study, research, or other purposes determined by the Office to be mutually beneficial to the unit member and the Office.
- D. The number of certificated unit members who may be granted sabbatical leaves shall not exceed two percent (2%) at any time, computed to the nearest whole number.
- E. The Superintendent shall receive and review all sabbatical leave applications and make recommendations to the Board for its consideration and approval. A sabbatical leave applicant shall outline fully the purposes, objectives and program of professional study, research, or other purposes of the sabbatical leave. The unit member who is granted a sabbatical leave shall file with the Superintendent not later than six (6) weeks after return to his/her regular assignment, evidence that he/she has achieved or completed the stated purposes, objectives, and program of his/her sabbatical leave. The unit member shall not be considered as having completed the requirements of his/her sabbatical leave until this evidence has been approved by the Superintendent.
- F. Unit members on sabbatical leave shall retain all rights and privileges relating to tenure, sick leave, health plan, salary schedule and other employee benefits. A unit member

shall have the right to return following completion of the sabbatical leave to his/her regular contract assignment with the Office.

- G. Applications shall be filed not later than seven months prior to the period of leave.
- H. A unit member shall not accept gainful employment while on sabbatical leave without prior written approval of the Superintendent.

9. Family Leave

The Office of Education shall comply with statutory requirements in granting leave(s) as required under the California Family Rights Act and the Federal Family and Medical Leave Act.

10. Unpaid Personal Leave

A unit member may request and the Superintendent may grant a personal leave of absence for reasons not enumerated elsewhere in this Agreement. Examples of appropriate requests include but are not limited to:

- A. Maternity Leave
- B. Adoption/Child Care Leave
- C. Personal/Professional Leave
- D. Health Leave
- E. Study Leave
- F. Exchange Teaching Leave

The unit member seeking an approved personal leave of absence shall submit a request, including the reason and any supporting information related thereto, and the duration of the length of the requested leave. For personal leave of absence, the unit member shall submit the request described herein to the Superintendent not less than ten (10) working days prior to the beginning date of the leave.

A unit member shall not accept gainful employment while on personal leave of absence without the prior written approval of the Superintendent. Any personal leave of absence that may be granted under these provisions shall be without compensation unless expressly authorized by the Superintendent. Unit members on personal leave of absence in excess of

thirty (30) calendar days shall be permitted to participate in the Office insurance program at their expense as provided for in Article XVI of this Agreement.

The unit member shall be reinstated to the position classification held prior to the leave of absence or to a comparable related position for which the employee is qualified.

If the personal leave of absence was granted for personal health reasons, the Superintendent may require a medical statement indicating his/her ability to return to and adequately perform assigned duties and without detriment to the employee's physical or emotional well-being.

11. Assignment Upon Return From Leave

Teachers on special assignment or sabbatical leave for a period one (1) calendar year or less have the right to return to their last teaching assignment upon conclusion of their leave provided the assignment still exists.

12. Catastrophic Leave

- A. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he has exhausted all of his full pay sick leave.
- B. "Eligible Leave Credits" mean sick leave accrued to the donating employee.
- C. Members of the bargaining unit may apply for and receive catastrophic leave in accordance with the following conditions and provisions:
 - 1. The unit member must have suffered an incapacitating illness or injury which falls within the 12.A.
 - 2. The Office of Education must determine that the unit member is unable to work because of the unit member's personal catastrophic illness after adequate proof of illness has been provided in accordance with Education Code § 44043.5, to include but not be limited to, a doctor's verification of illness and declaration of compliance with the requirements of this leave. Falsification of leave verification will be grounds for discipline.
 - 3. The Unit member must have donated a minimum of 6.75 hours of eligible leave credits during the fiscal year in which the absence resulting in unit member's request for catastrophic leave first began.

- D. Applications for catastrophic leave benefits shall be considered by a committee comprised of the Association of Educators Chapter President, or designee, the Director, Human Resources and a unit member designated by the chapter. The committee shall take into consideration the unit member's eligibility to receive benefits under his/her salary protection plan in evaluating an application for catastrophic leave benefits. Decisions of the committee are final and are not subject to appeal or the provisions of the grievance procedure contained within this agreement.
 - E. When granted, catastrophic leave will be paid at the unit member's half-pay sick leave rate. The maximum amount of time for which donated leave credits may be used may not exceed twelve (12) consecutive months. Catastrophic "leave" payment is solely for the purpose of supplementing the unit member's compensation. Any leave paid pursuant to this catastrophic leave provision shall not serve to extend the unit member's leave status as granted by this agreement or the Education Code.
 - F. An employee who receives paid leave pursuant to this section shall use any leave credits that he/she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
 - G. If the transfer of eligible leave credits is approved by the Office of Education, any unit member may donate eligible leave credits at a minimum of 6.75 hours but not to exceed 13.5 hours at any time during the fiscal year.
 - H. Transfers of eligible leave credits are irrevocable.
 - I. In the event this Catastrophic Leave Program is canceled, the remaining days/hours shall be returned, on a pro-rata basis, to those employees who have donated them.
13. The provisions of this article shall not be applicable during a unit members extended work year (ESY) or intersession assignment with the exception of bereavement leave as defined in Section 4 of this article.

ARTICLE XIV: SAFETY

1. All unit members are covered by worker's compensation. If a unit member is injured while at school or on school business, the accident shall be reported to the principal or immediate supervisor within twenty-four (24) hours.
2. The Office shall conform to and comply with all health, safety, sanitation, and disaster preparedness requirements imposed, regulated or adopted under applicable and required city, county, state and federal laws. This includes any specific on-site regulations established by school or probation administration.
3. All unit members are responsible to report any unsafe working conditions to their immediate supervisor within twenty-four (24) hours and take reasonable and prudent precautions to prevent accidents or injury.
4. Unit members may use reasonable force as is necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
5. Unit members shall immediately report causes of assault to the appropriate supervisor who shall immediately report the incident. Such notification shall be immediately forwarded to the Superintendent or his/her designee who shall comply with any reasonable and lawful request from the unit member for information in the possession of the Superintendent relating to the incident or the persons involved.
6. If criminal or civil proceedings are brought against a unit member alleging that he/she committed an assault in connection with his/her employment, such unit member may request the Office to furnish legal counsel defend him/her in such proceedings.
7. The Office agrees to carry liability insurance coverage for acts caused by a unit member while acting within the scope of his/her employment. As used in this Article, "within the scope of his/her employment," shall include any Office approved activities, including any activities in cooperation with the Probation Department.
8. Two (2) unit members, selected by the Association, shall be participating members of the Office Safety Committee.
9. The County Office shall provide for the payment of the costs of replacing or repairing certain personal property other than a privately-owned vehicle and contents in the privately-owned vehicle of an employee of the County Superintendent of Schools when such property is stolen,

destroyed, or damaged, through no fault of the employee, while the employee is in the line of duty. The following limitations are established for the payment for such damage or stolen property:

- A. Property includes items such as eyeglasses, hearing aids, dentures, watches, or other articles of clothing worn or carried by the employee.
- B. Property includes employee's tools expressly authorized in advance for use at the work site by the employee's immediate supervisor.
- C. The actual value of such property shall be determined as of the time of the damage, robbery or theft.
- D. The actual value of the property shall be paid up to a maximum of five hundred dollars (\$500).
- F. The total amount reimbursed to any employee shall not exceed one thousand dollars (\$1,000) in any fiscal year.
- G. The amount paid shall be limited to any amount not covered by the employee's personal insurance coverage as stipulated in COE Form 170, *Statement of Claim*.

ARTICLE XV: SALARY:

The 2013-14 salary schedule shall be increased by 2% effective July 1, 2014.

The 2014-15 salary schedule in effect July 1, 2014 shall be increased by 2% effective January 1, 2015.

The 2014-15 salary schedule in effect January 1, 2015 shall be increased by 1% effective July 1, 2015.

The 2015-16 salary schedule in effect July 1, 2015 shall be increased by 3% effective January 1, 2016.

Unit members shall receive salary based on placement on the appropriate salary schedule. Unit members shall have their college transcripts evaluated by Human Resources to determine proper class and step placement. For salary purposes, all college credit or degrees must be earned at institutions accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.

1. PRESCHOOL TEACHERS

Unit members serving as Preschool teachers shall be compensated based on the Pre-School Teacher Salary schedule in Appendix A of this agreement.

A. Placement on the Salary Schedule

1. Step Placement:

Unit members beginning the first year of teaching with the Office of Education shall have their experience evaluated by Human Resources to determine proper step placement. One step for each year of full-time related experience as determined by the SDCOE to a maximum of seven (7) steps will be granted.

2. Class Placement:

Class placement shall be determined as follows:

- Class I: 24 semester units in Early Childhood Education/Child Development
- Class II: AA degree in Early Childhood Education/Child Development
- Class III: AA degree in Early Childhood Education/Child Development + 30 additional semester units earned after receipt of the AA
- Class IV: BA degree (including 24 Early Childhood Education/Child Development units)
- Class V: BA degree (including 24 Early Childhood Education/Child Development units) + 15 additional semester units earned after receipt of the BA

B. Advancements on the Salary Schedule

1. Unit members must have rendered paid service for 75% or more of the number of days (184) in the regular school year to be eligible to advance one vertical step on the schedule. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.
2. Unit members shall be limited to a one-step advancement from one school year to the next.
3. Advancement on the salary schedule based on earned college credits or degrees will be permitted on a quarterly basis. That is, salary schedule advancement will be effective the July 1, October 1, January 1 or April 1 following submission of the required supporting documentation.
4. A stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 15, 18, 21, and 24 years of service for those on Class III, IV, and V provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent evaluation (i.e., no unit member will lose a stipend which he/she has already been receiving).

2. ALL OTHER BARGAINING UNIT POSITIONS

- A. Unit members in the following positions will be compensated based on the Teacher Salary Schedules in Appendix B of the agreement.

Audiologist

Counselor

Early Intervention Specialists

Nurse, School

Resource Specialist

Resource Teacher

Social Worker, School

Special Day Class Teacher

Specialist, Speech, Hearing and Language

Teacher, Juvenile Court and Community School Program

Teacher Special Education

- B. Salary Classification Requirements

Classification: Unit members shall be assigned to a class on the unit member's salary schedule in accordance with the classification requirements defined below. All classes require possession of an appropriate credential.

Class A: Less than a bachelor's degree.

Class I: A bachelor's degree and a regular teaching credential or a bachelor's degree.

Class II: A bachelor's degree plus 30 semester units, approved by the Office of Education, earned after the receipt of the bachelor's degree.

Class III: A bachelor's degree plus 45 semester units, approved by the Office of Education, or a master's degree earned after the receipt of the bachelor's degree.

Class IV: a) A bachelor's degree plus 60 semester units approved by the Office of Education earned after the bachelor's degree; or b) a

master's degree plus 15 approved semester units approved by the Office of Education earned after the receipt of the master's degree.

Class V: A bachelor's degree plus 75 semester units approved by the Office of Education earned after the bachelor's degree; or b) a master's degree plus 30 semester units approved by the Office of Education earned after the receipt of the master's degree.

Class VI: a) A bachelor's degree plus 90 semester units earned after the bachelor's degree and approved by the Office of Education, if the employee also holds a master's degree; or b) a master's degree plus 45 approved semester units earned after the receipt of the master's degree; or c) a bachelor's degree plus an earned doctorate, as determined by the Office of Education.

C. Placement on the Salary Schedule

1. One step for each full year of contracted public school teaching experience to a maximum of seven (7) steps shall be granted.
2. One step for each full year of contracted public school teaching experience to a maximum of ten (10) steps shall be granted for unit members initially employed on or after July 1, 2006 in all positions requiring a special education credential.
3. One step for each full year of contracted public or non-public school teaching experience to a maximum of thirteen (13) steps shall be granted for unit members initially employed on or after July 1, 2006 in special education positions requiring a school nurse credential or a speech and language credential.
4. One step up to a maximum of three (3) shall be granted for each year of substitute or temporary teaching experience with the San Diego County Office of Education. In order for such teaching experience to qualify for one year of related experience credit, an individual must have served at least 75% (143 days) during a program teaching year (July 1 – June 30).
5. One step for each two (2) years of related experience shall be granted in accordance with the guidelines shown below.

- A. Related experience credit (one step for each two years of creditable experience) may be granted for the following:
 - 1.) Non-public school contracted teaching experience. Credit shall be granted only for experience gained after unit member was fully credentialed (or eligible to be fully credentialed) as required for teaching in public schools. Experience must have been as a full-time contracted teacher. In no case shall initial salary placement credit for prior experience exceed seven (7) steps.
 - 2.) Instructional Aide, teacher assistant, teacher aide, counselor aide, etc., or other instructional paraprofessional in programs operated by the San Diego County Office of Education. Service shall have been for at least five hours per day for a minimum of 143 days (75%) during a program teaching year (July 1 - June 30). In no case shall initial salary placement credit for prior experience exceed two (2) steps.
- B. In addition to the criteria listed in paragraph 2, above, related experience credit (one step for each two years of creditable experience) shall be granted for initial placement of unit members in special education assignments within the HOPE Infant Program, Friendship School and the SELPA's for work experience which meets each of the following requirements:
 - 1.) Experience which is substantially the same as the duties for which the new member is being employed by SDCOE.
 - 2.) The unit member was employed in a full-time equivalent capacity while rendering such qualifying experience.

D. Advancements on the Salary Schedule

- 1. Unit members must have rendered paid service for 75% (143 days) or more of the days in the regular school year to be eligible to advance one vertical step on the schedule. Eligibility for step advancement will be determined as of June 30 of each year for the following school year.

2. Unit members shall be limited to a one-step advancement from one school year to the next.
3. Advancement on the salary schedule based on earned college credits or degrees will be permitted on a quarterly basis. Salary schedule advancement will be effective the July 1, October 1, January 1 or April 1 following submission of the required supporting documentation. For salary purposes, all college credit or degrees must be earned at institutions accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.

E. Daily Rate Calculation

Each day agreed upon in accordance with Article XI. and worked in excess of the full-time base year for the classification shall be paid at the unit member's annual salary divided by the base year..

F. ESY/Intercession Compensation

Compensation for intersession and ESY assignments shall be at a prorated based on the number of hours worked and the unit members' daily rate for the fiscal year in which the extra assignment is worked.

G. Stipends

Stipends based on the salary schedule shall be based on the regular salary (schedule Appendix B).

1. Head teachers shall have a 4.4% of Class IV, Step 13, added to their regular placement on the salary schedule. (Reference: JCCS Program Manual)
2. A stipend based upon 4.0% of Class IV, Step 13, shall be paid unit members after 15, 18, 21, and 24 years of service for those on Class III, IV, V and VI provided that the most recent performance evaluation rating received by the unit member was "standard" or better. To qualify for any new long term valued service stipend, the unit member must have received a standard or better rating in that unit member's most recent

evaluation (i.e., no unit member will lose a stipend which he/she has already been receiving).

3. A stipend based upon 2.8% of Class IV, Step 13 shall be paid for unit members assigned to remote sites. To qualify as a remote site, the following conditions must be met:
 - a. The site must be at least thirty (30) miles from the administrative offices of the San Diego County Office of Education and;
 - b. The site is located in an isolated rural area. Residents of and visitors to the area must travel to other metropolitan areas to conduct business and/or receive services.

Designated Remote Sites:

Camp Barrett

Phoenix

Rancho del Campo

Fox Outdoor Education School

Cuyamaca Outdoor Education School

If a unit member is transferred or reassigned to a non-remote site from a remote site the stipend will end effective the 1st of the month following the effective date of the transfer or reassignment. If the effective date of the transfer or reassignment is the 1st of the month, the remote stipend will end on the effective date of the transfer or reassignment.

4. A stipend based upon 1.5% of Class IV, Step 13 shall be paid unit members beginning July 1 following the date upon which the unit member is awarded a Ph.D. or Ed.D. degree from an institution accredited by the Western Association of Schools and Colleges or any equivalent agency or organization.
5. A stipend based upon 1.5% of Class IV, Step 13 shall be paid unit members beginning July 1 following the date upon which the unit member is awarded any one of the following credentials or certificates:

- a. Bilingual Cross-Cultural, Language and Academic Development Certificate
 - b. Bilingual Certificate of Assessment Competence
 - c. Specialist, Cross-Cultural Instruction Credential
 - d. Multiple-Subject or Single-Subject Credential with bilingual emphasis
 - e. Any other credential or certificate issued by the California Commission on Teacher Credentialing determined by the County Office of Education, in its sole discretion, to be the equivalent of one of the above.
 - f. American Sign Language (ASL) for unit members who hold the Educational Specialist Deaf and Hard of Hearing Credential and who are required as a part of their regular assigned contract position to deliver core academic instruction.
6. Annual stipends shall be paid to unit members serving in the following:
- a. PAR Consulting Teacher = \$4,350 annually
 - b. Teacher Induction Program Support Provider = \$2,500 for 1st participating teacher, \$1,500 for each additional participating teacher (maximum \$5,500 for 3 participating teachers)
 - c. Athletic Director = \$3,200
 - d. Activities Director = \$2,500
 - e. Head Football Coach = \$2,000
 - f. Stipends for all other Head Coaches = \$1,700
 - g. Assistant Football Coach = \$1,200
 - h. Stipends for all other Assistant Coaches = \$1,000
 - i. Cheer Coach = \$1,700
 - j. Journalism = \$1,200
 - k. JV Coach = \$1,200
7. Unit members participating in the SDCOE sanctioned non-school day activities with students shall be compensated as follows:
- a. \$50 per day for an activity requiring 4 hours or less

b. \$100 per day for an activity requiring 4 or more hours

8. Unit members providing academic supplemental tutorial services in an SDCOE prescribed CAHSEE tutoring program beyond the unit member's regular work day shall be compensated at a rate of \$25 per hour.

Supplemental tutorial opportunities will be first offered to unit members.

H. Attendance Incentive

Unit members who have not utilized any sick leave (including illness, personal necessity and personal business) during the program year (July 1 - June 30) shall receive a payment equal to the unit member's daily rate (inclusive of stipends) in effect on July 1 of the program year.

I. The County Office shall pay unit members a one-time off schedule payment on April 30, 2013 equal to 1% of the unit members salary in effect on July 1, 2012.

J. Non-classroom Assignments

This hourly rate applies to unit members who are offered and who agree to serve in an hourly non-classroom assignment in addition to the regular contract assignments. Non-classroom hourly assignments include, but are not limited to: materials development, curriculum writing, planning and facilitation of professional learning and all other non-classroom certificated hourly service, including PAR Council membership, except workshop participation. Only unit members specifically approved for such assignments will be paid the hourly rate on Appendix F of the agreement to be paid pro rata in 15 minute increments after the first hour.

K. Workshop Participants

This hourly rate applies to a regular contract unit member who participates voluntarily in a County Office sponsored workshop for which compensation is authorized. This rate will be paid only for workshop participation on other than teaching days and/or outside of hours considered part of the regular contract service. Only workshop participants specifically approved for compensation will

be paid the hourly rate on Appendix F of the agreement to be paid pro rata in 15 minute increments after the first hour.

- L. Hourly rates on Appendix F of the agreement for non-classroom assignments and workshop participation shall be increased by any negotiated percentage increase to the salary schedules in Appendix A and Appendix B.

ARTICLE XVI: EMPLOYEE BENEFITS

1. A. The Office of Education shall offer for all unit members employed under a 50% or more contract a comprehensive health plan under the auspices of VEBA that includes coverage for the following: 1) Employee, dependents of the employee, spouse or domestic partner (as domestic partner is defined in California Family Code Division 2.5, Section 297. The plan shall include health insurance subject to the premium contribution cap described below, dental coverage (COE paid), employee and effective January 1, 2013, dependent vision coverage (COE paid) and employee-only life insurance. There shall be an open enrollment period for the health plan components during the months of October and November at the discretion of the County Office of Education.
- B. For unit members sharing a contract the San Diego County Office shall pay up to 50% of the cost of selected plans for each unit member working a shared contract. The maximum contribution paid by the San Diego County Office of Education for one shared position shall not exceed the annual capped amount specified in Article XVI.1.C. Each unit member on a shared contract shall be required to pay the remaining costs of the benefits premium for the benefits provided above.
- C. The Office of Education shall contribute a maximum annual amount of \$12,534.35 effective January 1, 2014, toward the cost of the medical insurance plan elected by the unit member. Each year thereafter through the term of this agreement, if premium rates increase, the Office of Education shall increase its maximum annual contribution by 5% plus $\frac{1}{2}$ of the remaining percentage increase in premium costs. The increase costs to premiums not paid by the Office of Education shall be paid by the unit member. Following the expiration of the agreement, the Office of Education shall continue the actual monthly dollar amount of the capped contribution until and unless negotiations according to Government Code section 3540 et. seq. are concluded.

Kaiser Premium Calculation

Beginning January 1, 2014, the premium cost for Kaiser enrollees shall be determined using a weighted average of actual Kaiser premium costs. The weighted average is a total of actual premium costs for all Kaiser plan tiers divided by the total number of Office of Education employees enrolled in all three Kaiser tiers. Premium costs in excess of the maximum Office of Education contribution shall be paid by the unit member through payroll deduction.

Medical Plans Other than Kaiser

Unit members selecting employee-only coverage under a medical plan other than Kaiser shall pay through payroll deduction the Kaiser employee-only unit member contribution costs. Unit members selecting employee plus one or employee plus family coverage shall pay through payroll deduction any costs in excess of the maximum County Office of Education contribution.

2. The benefit plan options for unit members shall be listed in Appendix E of the agreement. Life insurance coverage shall be a Basic Life and AD&D policy for twice the employee's gross annual salary for the unit member only. The optional supplemental life insurance plans are available by payroll deduction. This supplemental insurance coverage is available for both the unit member and unit member's dependents.
3. The Office of Education agrees to contribute up to the annual premium cap towards the medical premium for the retiree only provided the eligibility criteria defined below are met. Retiree medical benefits shall be limited to the prevailing benefits provided to then-current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time. The amount contributed by the Office of Education toward such purchase shall not exceed the amount being contributed by the Office of Education toward purchase of benefits for then-current unit members, as that amount may vary from year to year.
 - A. The contribution shall be subject to the following conditions:
 - (1) In order to be eligible for benefits hereunder, a unit member must have fully retired under the provisions of the STRS or PERS; be at least 55 years of age, but not more than 65 years of age; must have served as a unit member of the Office of Education full-time for at least ten (10) years prior to retirement; and must retire during the term of this agreement. Eligibility will terminate when the retiree reaches the age of 65 or upon the retiree's death, whichever occurs first. The retiree shall apply for Medicare benefits when eligible. In the event that the retiree becomes eligible for benefits through Medicare, social security, or any other benefit or insurance program, the Office of education will contribute the specified amounts only toward the purchase of a plan which provides available benefits as are necessary to maintain the comparability of the benefits afforded to the retiree and the benefits, if any, afforded to current unit members, as they may be granted, increased, reduced, modified, or abolished from time to time. The retiree, to continue to receive the Office contribution, shall annually certify that he/she is not covered under any other health insurance plan, with the

exception of Medicare. An approved Office leave of absence shall constitute a year of service for the purposes of eligibility.

- (2) A retiree shall contribute the monthly balance due, if any, for the purchase of such benefits. Payment by the retiree must be received by the Office of Education no later than the last working day of the month preceding the month for which coverage is intended. If any payment is not made within ten (10) days after it is due, a late charge of 5% of the installment due may be charged to the retiree. In the event that any payment is not received within sixty (60) days of the last working day of the month preceding the month for which coverage is intended, the retiree may be removed from the group immediately and, once removed, shall not be reinstated. The retiree shall be notified within fifteen (15) days in writing that he or she has been removed from group coverage and is no longer eligible for contributions hereunder or to participate in the group.
4. The Office of Education is authorized to take such action as it determines to be appropriate in order to implement state and federal laws and regulations regarding mandatory health and welfare benefits for retired unit members and other former unit members, as such laws and regulations may be amended from time to time.
5. A statement of the unit member's coverages shall be sent to each unit member prior to the re-enrollment period each year. This statement shall include the types and extent of coverage, what is being paid by the Office, and what is being paid by the unit member.

ARTICLE XVII: PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT (Reduced Work Year)

1. An option for part-time employment is available for eligible unit members to phase into their retirement program. The unit member and the Office agree to contribute the full retirement payment that would have been contributed if the unit member had been employed on a full-time basis.
2. In order to qualify for this provision, the unit member must meet the following conditions.
 - A. The unit member must have reached the age of 55 prior to reduction in workload.
 - B. The unit member must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 - C. The option of part-time employment must be exercised at the request of the unit member, approved by the Office and can be revoked only with the mutual consent of the Office and the unit member.
 - D. The unit member shall be paid a salary which is the pro rata share of the salary the unit member would be earning had the unit member not elected to exercise the option of part-time employment. The unit member shall retain all other rights and benefits for which the unit member is eligible.
 - E. 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.
3. The employee shall receive health and welfare benefits in the same manner as a full-time employee.
4. Any unit member who is interested in participating in the program shall notify the Personnel Office no later than March 15. The Office shall schedule a meeting with each such unit member on or before April 30 to develop a mutually agreeable program for such unit member.
5. No unit member shall be pressured overtly or indirectly to participate in the part-time employment program.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall not be interpreted or applied in a manner which is unlawful, arbitrary, capricious and/or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect. This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.
2.
 - A. All rights, powers, and privileges of the Office shall be exercised by the Board and/or Superintendent and the operation of the Office shall be administered by the Superintendent or any other person properly designated by the Superintendent.
 - B. The above language shall not be construed to limit the right of the Association to consult with the Office as set forth in Government code Section 3543.2.
3. The Office and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association and the Office will support this Agreement for its term.
4. It is agreed and understood that there will not be strike, work stoppage, slowdown, or sick-in by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activities.
5. If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.
6. During the term of this Agreement, the Association and the Office of Education mutually agree that this Agreement shall be in full settlement of all issues which were, could have been or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by procedure expressly allowing same stated in this Agreement.
7. Improvements in unit member benefits that are covered in the Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law, shall be incorporated into this Agreement. No current benefits mandated by law shall be eliminated during the term of this Agreement.
8. In establishing staffing patterns for County-operated juvenile detention facilities, the County Office will comply with the classroom guidelines recommended by the California Administrative Regulations.

9. A unit member shall have input to the principal as to whether he/she wishes to utilize Teaching Assistants (TA's). If TA's are utilized, the unit member shall have input into the selection and retention of the TA's. Unit members may appeal decisions concerning the selection and retention of TA's to the program director whose decision is final.
10. Examinations for tuberculosis shall be required in every subsequent four-year period as condition of continued employment. The Office shall notify all unit members thirty (30) days before the tuberculosis examination is due.
11. Mileage reimbursement for unit members shall be consistent with current Office policy.
12. Staff Development Buy-Back Program – Attendance of unit members will be voluntary at staff development activities for which the SDCOE will receive reimbursement under the state Staff Development Buy-Back program. These staff development activities will not reduce the number of instructional days offered students enrolled in SDCOE programs and will be scheduled at times when students are not in attendance or on days when unit members are not scheduled to work. Unit members must attend and participate in each of the required staff development activities during a particular Staff Development Day in order to receive compensation. Unit members will be compensated for up to three days annually at an hourly rate based upon their regular daily rate to a maximum of their daily rate for each day of attendance.

Staff Development Buy-Back program activities will be offered at the sole discretion of the County Office of Education and only to the extent that sufficient funding is available from the state for this purpose.

13. Community Day Schools

The parties agree to establish a standing committee comprised of three (3) appointees of the SDCOE and three (3) appointees of the Association to establish criteria for the establishment and closing of Community Day Schools and to evaluate the effectiveness of Community Day Schools.

The parties agree that the designation of community day school sites/classrooms, the establishment of community day school assignments and the determination of the number of community day school assignments shall be within the sole discretion of the Office of Education after consultation with the Association through the standing committee. Likewise, the assignment and reassignment of unit members to community day school assignments shall be at the sole discretion of the Office of Education, consistent with the provisions of this agreement, after consultation with the Association through the standing subcommittee. The

elimination of community day school assignments, when, in the judgment of the Office of Education it is determined to be in its best interests to do so, and the assignment or reassignment of unit members resulting from such elimination, shall not constitute a layoff subject to the provisions of Education Code § 44955 et seq. provided that each unit member continues to be employed in a full-time assignment as defined within Article XI, Section 4(A) of this agreement.

14. Selection of Head Teachers

- a. Head Teachers shall be appointed on a contract year basis, i.e. during designated work calendar during the period between July 1 to June 30 of a given year, for assignments of not less than the minimum work year for the assigned program.
- b. Standard form applications for designated Head Teacher assignments shall be made available to unit members by May 1 of each year by Human Resources. Head Teachers seeking re-appointment shall make application for consideration for a subsequent year of service as head teacher. The application period shall be no less than ten (10) working days and may be extended by Human Resources if necessary. Human Resources shall establish a selection process resulting in a list of eligible candidates from which the Program Director may make selections.
- c. The Program Director shall, in his/her sole discretion, appoint Head Teachers to assignments after considering the recommendation(s) of the site administrator. Human Resources shall announce the appointment of Head Teachers and provide notice to each unit member regarding the disposition of his/her application for Head Teacher assignment by June 25 of each year. No election or voting by teachers shall be permitted.
- d. No unit member shall be appointed to the same Head Teacher assignment for more than two (2) consecutive years unless the Program Director, in his/her sole discretion, determines that no other unit member who has applied for consideration is appropriate for the assignment. Head Teachers assigned to the Outdoor Education Program may serve Head Teacher assignments for more than two (2) consecutive years at the discretion of the Program Director.
- e. No unit member in probationary status shall be appointed to a Head Teacher unless the Program Director, in his/her sole discretion, determines that no other unit member who has applied for consideration is appropriate for the assignment.
- f. No exception to the provisions of paragraphs "e" and "f" above shall be implemented prior to consultation between the Program Director, Human Resources and the Association.

15. Additional Work Opportunities with Special Grants

All opportunities will be posted in the same manner as other transfer opportunities are posted. Unit members selected for grant opportunities may serve until the expiration of the term of the grant.

16. Unit Members Serving in “Non-Teaching” Assignments

Commencing with the 2007-08 school year, a unit member who has not otherwise attained permanent status with the County Office, serving in a “non-teaching” position (i.e. counselor, nurse, social worker, resource teacher) shall be employed for a term of two (2) school years after successful completion of two (2) years of service in a non-teaching position. Each year of the first two (2) years of service in a non-teaching position, the unit member shall receive a one (1) year employment agreement.

During this term of employment, the following provisions shall apply:

1. Reduction-In-Force

- a. In the event that it becomes necessary for the Office to reduce the number of non-teaching positions due to a reduction in revenues currently utilized to fund non-teaching positions, or reduction in programs in which non-teaching positions currently serve, reduction in force shall occur in reverse order of seniority, except in such case that the Office can demonstrate a need for a specific qualification possessed by a less senior unit member serving in a like position. For this purpose, seniority shall be defined as the date the employee was initially employed by the Office in a certificated bargaining unit position. Notice of intent to layoff a unit member serving in a non-teaching position shall be provided to the affected unit member and the Association not later than March 15 of the year in which the layoff occurs.
- b. A unit member whose employment is severed as a result of a RIF shall have the right to return to services in any vacant non-teaching position within the bargaining unit for which s/he holds the required qualifications including but not limited to the required credential within thirty-nine (39) months following the last date of service in the school year in which the layoff occurred. Offers to return to service under such circumstances shall occur according to seniority. This right of reemployment may be waived by the unit member, without prejudice, for not more than one school year. Such waiver shall not deprive the unit member the right to subsequent offers of reemployment.

2. Reemployment Notice

The County Office shall provide, not later than March 15 in the year in which the unit member's contract expires, written notice of intent to reemploy, or otherwise not reemploy the unit member for a subsequent term.

17. Information Regarding Supplemental Instructional Funds

The County Office shall annually provide unit members with information detailing the means by which monies for supplemental classroom materials/activities may be accessed.

18. Prep Period

A unit member who has a scheduled prep period may be assigned by the site administrator to cover another class during that prep period. The unit member will be compensated at his/her hourly per diem rate for any such assignment occurring after the first (1st) assignment each school year. This provision shall become effective upon ratification of this tentative agreement.

- 19 If the issue of lack of substitute teachers has not been resolved with administrative solutions including assigning other certificated staff to take the class, increasing the substitute rate for remote sites and more closely monitoring the substitute teacher assignments for remote sites by January 31, 2014, the SDCOE will pay the unit member who must cover multiple classrooms his/her per diem hourly rate for each hour the second classroom is covered. This provision applies only to unit members assigned to remote site locations and becomes effective upon ratification of the agreement.

ARTICLE XIX: PEER ASSISTANCE AND REVIEW AND TEACHER INDUCTION PROGRAM

1. A Peer Assistance and Review Program shall be established in accordance with the provisions below, the focus of which shall be to provide peer assistance to unit members receiving an unsatisfactory performance evaluation rating and to any other unit members who voluntarily requests peer assistance to improve and/or enhance his/her performance. It shall not be the intent or focus of PAR to evaluate unit members. The Parties agree that the focus of a Peer Assistance and Review Program (PAR) shall be to provide support and assistance to improve instruction and not to evaluate Bargaining Unit Members.
2. Peer Assistance and Review Council (PAR Council)
 - 2.1 The PAR Council will consist of five (5) members. Members of the PAR Council will include the three (3) members selected by the Association, and two (2) members selected by the County Office. The PAR Council will establish the operational procedures of the Council, including the method for the selection of a Chairperson and the development of a proposed annual program budget. A PAR Council member may not participate in the Council's consideration, assessment, or acceptance of a report which pertains to a Participating Teacher whose most recent evaluation was approved by that council member.
 - ~~2.2~~ The PAR Council will establish its meeting schedule. In order to hold meeting four (4) of the five (5) members of the PAR Council must be present. Such meetings may take place during the regular workday, in which event teachers who are members of the Council will be released, from their regular duties without loss of pay. Such work shall be authorized by the Council after consulting with the affected Program Managers to insure minimal scheduling conflicts (PAR activities shall not be scheduled when calendar conflicts exist such as student testing, parent conferences, staff development activities, meetings, emergencies, etc.). Bargaining unit members who are members of the Council shall receive compensation in accordance with the Article XV.I. If, in carrying out their responsibilities as members of the Council, teachers are authorized to work beyond his/her work calendar year they will be compensated for the additional time at an hourly rate based upon their contracted daily rate of pay. The expenses for paid release time for Council members shall be reflected within the annual budget adopted by the PAR Council.
 - 2.3 The PAR Council shall be responsible for selecting Consulting Teachers (defined in Section 4), assessing Consulting Teachers Plan of Assistance and their documentation, and providing in-service training during the school year. The PAR Council will provide written confirmation of participation in the PAR Program to Participating Teachers, Referred Teachers, Principals or immediate supervisors, and Consulting Teachers.

- 2.4 The PAR Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. The Guidelines will be consistent with the provisions of the Agreement and the law, and to the extent that there is an inconsistency, the Agreement will prevail and to the extent the Agreement is inconsistent with the law, the law will prevail.
- 2.5 The PAR Council will assign the Consulting Teacher to a Participating Teacher. The Participating Teacher may appeal the Council's designation of a Consulting Teacher to the Council in accordance with procedures developed by the Council. The PAR Council shall meet with a Participating Teacher regarding the Consulting Teacher's assignment within two (2) weeks of such request from the Participating Teacher.
- 2.6 It is intended that all documentation and information related to participation in the PAR Program be regarded as a personnel matter, and as such is subject to the personnel record exemption in Government Code 6250 et seq.
- 2.7 The PAR Council reviews the final report prepared by the Consulting Teacher and makes a recommendation(s) to the County Superintendent regarding the Referred Participating Teacher's progress in the PAR Program.
- 2.8 The PAR Council is responsible for developing and submitting an annual written report to the County Superintendent evaluating the impact of the PAR Program.
- 2.9 Decisions made by the PAR Council regarding implementation of the PAR process shall not be subject to the grievance procedure as long as such decisions do not violate the terms of the Agreement.

3. Participating Teacher (PT)

- 3.1 A Participating Teacher is a Bargaining Unit Member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, instructional methodology, and related aspects of teaching performance. The establishment of performance goals and standards are not subject to the bargaining process.
- 2.1 3.1.1 Participating Teacher
 - a. The purpose of participation in the PAR Program is to help correct job-related deficiencies and to assist the Bargaining Unit Member in improving performance. Permanent Bargaining Unit Members, who have received an overall Below Standard Rating by the Evaluator on the Form 183-C Summary Conference Report, shall be required to participate in the PAR Program as an intervention.

- b. The decision of the Evaluator to refer a permanent unit member to the PAR Program will not be subject to the grievance procedure.
- c. The Consulting Teacher will continue to provide assistance to the Participating Teacher until the PAR Council concludes that teaching performance of the Participating Teacher is satisfactory, or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Council. The Participating Teacher shall have the right to submit a written response to the final report. The Participating Teacher shall also have the right to request a meeting with the PAR Council, and to be represented at the meeting. The Evaluator will be provided the opportunity to verbally address the PAR Council upon request. The Evaluator's comments shall be advisory only and shall not be included within the PAR Council's report to the County Superintendent or included in any form in the Participating Teacher's personnel file. The PAR Council will forward its final report including recommendations to the Superintendent.
- d. The results of the Participating Teacher's participation in the PAR Program may be used in the evaluation of the teacher pursuant to Education Code Section 44660 et seq. The County Office retains all rights and privileges consistent with the Education Code and the Collective Bargaining Agreement, related to actions regarding the employment of any employee.
- e. The Participating Teacher shall receive per diem hourly compensation for activities (i.e. workshops, seminars, etc.) required beyond the regular work year or two hours beyond the required work day. Participation in such activities shall be consistent with the Assistance Plan and subject to PAR Council approval.

3.1.2 Volunteer Teacher Participants

- a. A permanent Bargaining Unit Member who seeks to improve his/her teaching performance may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Teacher Participant. The Volunteer Teacher Participant, in his/her discretion, may terminate his/her

participation in the PAR Program at any time.

- b. Unless requested by the Volunteer Teacher, information obtained by the Consulting Teacher while working with the Volunteer Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- c. The Consulting Teacher will assist in developing an action plan for the Volunteer Teacher Participant, after consultation with the Volunteer Teacher participant.

4. Consulting Teachers

4.1 A Consulting Teacher is a permanent Bargaining Unit Member who provides assistance to a Participating Teacher pursuant to the PAR Program. Consulting Teachers will possess the following qualifications:

4.1.1. A permanent status classroom teacher employed full time by the County Office with at least four (4) years of recent teaching experience in special education and/or alternative education programs.

4.1.2. Demonstrated exemplary teaching ability.

4.1.3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.

4.1.4. Ability to communicate effectively both orally and in writing.

4.1.5. Ability to work cooperatively and effectively with others.

4.2 A Consulting Teacher shall be a classroom teacher who is provided release of not less than 16 days and not more than 76 days of their regular assignment by the PAR Council to provide assistance to a Participating or Volunteer Teacher participant in improving instructional performance (or other activities pursuant to section 6.4 below). This assistance may include but not be limited to:

4.2.1. Conducting an initial meeting with the Evaluator or designee to discuss the Participating Teacher's evaluation.

4.2.2. Performance goals shall be in writing, clearly stated, aligned with pupil learning and consistent with Education Code 44662.

4.2.3. Scheduling multiple observations of the Participating Teacher during periods of classroom instruction.

- 4.2.4. Conferring with the Evaluator, as determined by the Consulting Teacher, on the progress of the Participating Teacher's progress with the Assistance Plan.
 - 4.2.5. Modeling effective instructional strategies and classroom management techniques
 - 4.2.6. Utilization of other instructional support services to assist the Participating Teacher.
 - 4.2.7. Monitoring the progress of the Participating Teacher and maintaining a written record.
 - 4.2.8. Making status reports to the PAR Council for a referred Participating Teacher.
 - 4.2.9. A Consulting Teacher may be assigned by the PAR Council to perform special projects in the area of teacher assistance and staff development when not assigned to a participating teacher as defined in Sections 4.1.1 and 4.1.2 and with authorization of the County Office.
 - 4.2.10. If in carrying out their responsibilities a Consulting Teacher who is authorized to work beyond the calendar year or more than two hours beyond their regular work day (six hours, 45 minutes of duty time), they will be compensated for the additional time at an hourly rate based upon their contracted daily rate of pay.
- 4.3 In order to fill a position of Consulting Teacher, a notice of vacancy will be posted at all sites and in the County Office. In addition to submitting an application form, each applicant is required to submit at least three (3) references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for Consulting Teacher, the PAR Council may recommend to the County Office to contract with another school district for a Consulting Teacher to fill the vacant position.
 - 4.4 Consulting Teachers shall be selected by consensus or majority vote of the PAR Council after one (1) or more representatives of the PAR Council have conducted a site visitation and a classroom observation of all final candidates. The PAR Council's selection procedures, activities and criteria shall be consistent with applicable legal requirements, however, its judgments regarding selection of Consulting Teachers shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Agreement.
 - 4.5 The PAR Council shall determine the number of consulting Teachers based upon the number of participants in the PAR Program and available funding.

- 4.6 The term of a Consulting Teacher shall be one (1) year. A Consulting Teacher's term may be extended up to two (2) years by the PAR Council if, after annually reviewing the list of Consulting Teachers, the PAR Council determines that the Consulting Teacher is fully qualified to meet the needs of one or more of the Participating Teachers. A unit member may not serve in an administrative position while serving as a Consulting Teacher.
- 4.7 Unit members serving as Consulting Teachers shall receive a stipend of \$4,350 annually, in addition to regular salary.
- 4.8 In the event that a Consulting Teacher is required to work beyond the regular work year or two hours beyond their regular work day, they shall be compensated for such additional work at an hourly rate based upon their contractual daily rate of pay. Such work shall be authorized by the PAR Council after consulting with the affected Program Directors to resolve potential scheduling or calendar conflicts.
- 4.9 The PAR Program encourages a cooperative relationship between the Consulting Teacher, Participating Teacher and the Evaluator with respect to the process of peer assistance and review. The Participating Teacher assistance plan shall be based upon the areas in which the Participating Teacher's overall evaluation reflects unsatisfactory performance.
- 4.10 At the request of the Participating Teacher or the Consulting Teacher, the PAR Council may assign a different Consulting Teacher to work with the Participating Teacher at any time during the year.

5. General Provisions

- 5.1 The County Office agrees to indemnify and hold harmless members on the PAR Council, and Consulting Teachers from any liability arising out of their participation in the PAR Program as provided in Education Code Section 44503, Subdivision (c) and Government Code Section 820.2

Functions performed by Bargaining Unit Members, as part of the PAR Program shall not constitute either management or supervisory functions.

TEACHER INDUCTION PROGRAM

6.0 NEW TEACHERS ASSISTANCE PROGRAM COMMITTEE (NTAP)

A New Teacher Assistance Program Committee will be established consisting of the Association President or designee and two (2) members selected by the Association; and the Director, Human Resources and two (2) members selected by the SDCOE. The NTAP Committee will assist in the selection of Support Providers as outlined below and with evaluation of the implementation of the SDCOE Teacher Induction Program.

6.1 PARTICIPATING TEACHERS-Teacher Induction Program

Participating Teachers are teachers who are new to the profession (first or second year) or out of state teachers new to teaching in California. Participating teachers will receive professional support from an experienced teacher (Support Provider) and participate in professional development sessions and receive formative assessment through observation as required by the state approved Teacher Induction Program. Participation in the Teacher Induction Program requires a commitment of time beyond the instructional day. Additional compensation beyond the instructional day will not be provided. Participating Teachers will receive compensation, in accordance with the Teacher Induction Program grant funding provisions, at the completion of each year.

6.2 SUPPORT PROVIDERS

The support provider in the Teacher Induction Program provides support and assistance to beginning teachers in the process of receiving their professional teaching credential. The focus of this support is to help new teachers develop as educators in relation to the California Standards for the Teaching Profession and to support them in effectively implementing the academic content standards in their classrooms. An SDCOE Teacher Induction Program Support Provider is a permanent Bargaining Unit member who meets the qualifications for Support Provider as specified in the California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher Induction Programs.

6.2.1 Compensation (Part-Time Support Providers)

Unit members who serve as Support Providers in addition to their regular classroom assignment will be provided a stipend based on the number of Participating Teachers they are assigned. First teacher is \$2,500 per year; second teacher, an additional \$1,500 per year; and for the third teacher an additional \$1,500 per year.

A maximum of three Participating Teachers will be assigned to any one Support Provider. The stipend is for work outside the teaching day including Participating Teachers monthly academies. Teacher Induction Program CFASST training for new or continuing Support Providers required on non-duty days will be compensated at the Support Provider's daily rate.

6.2.2 Release Time

Release time will be limited to classroom observations of participating teachers and full day Teacher Induction Program training scheduled during the school year.

6.2.3 Selection Criteria

Support providers will be selected using explicit criteria as specified in the California Commission on Teacher Credentialing's Standards of Quality and Effectiveness for Professional Teacher Induction Programs. The criteria shall be consistent with the support provider's specified roles and responsibilities. In addition Support Providers will possess the following qualifications:

- a. A permanent status classroom teacher employed full time by the County Office with at least four (4) years of recent teaching experience in special education and/or alternative education programs.
- b. Demonstrated exemplary teaching ability.
- c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
- d. Ability to communicate effectively both orally and in writing.
- e. Ability to work cooperatively and effectively with others

6.2.4 Selection Procedure

A notice of vacancy will be posted at all sites and in the County Office. The New Teacher Assistance Program (NTAP) Committee will review the required application materials (that will include 3 references with direct knowledge of the applicant's skills, abilities and experience) for each candidate and evaluate them according to the support provider criteria outlined above. Qualified applicants will be interviewed by the NTAP Committee. Two (2) or more representatives from the NTAP Committee will also conduct a classroom observation of each interviewee. Support Providers will be selected based on a total score received from the review of the application materials, interview and classroom observation. When there is no qualified Bargaining Unit Member available to fill a particular vacancy for a Support Provider the County Office may contract with another school district for a Support Provider.

Support Providers shall be recommended by consensus or majority vote of the NTAP Committee for matching to Participating Teachers by the South County Teacher Induction Program Consortium Director; JCCS Director, Curriculum and Staff Development; SDCOE Director, Human Resources; SDCOE Director, Special Education; and a teacher representative from the NTAP Committee. All selection procedures, activities and criteria shall be consistent with applicable legal requirements, however, decisions regarding selection of Support Providers shall not be subject to the grievance procedure unless such selection, procedures, activities and criteria are in violation of the Association of Educators Agreement.

6.2.5 Term

Support Providers (part-time) may serve a term of three (3) years and may reapply for one (1) additional three (3) year term.

A unit member serving as a Teacher Induction Program Support Provider as his/her regular assignment may serve in such assignment for a term of two (2) years, has the right to reapply for one (1) additional term. He/she has the right to return to his/her last teaching assignment upon conclusion of his/her first term provided the assignment still exists, however, there is no guarantee that a he/she will be able to return to his/her last teaching assignment upon completion of a second term.

The SDCOE retains the right to terminate the Support Provider service prior to the end of the 3-year term after evaluation of the Support Provider's service and consultation with the NTAP Committee.

6.3 USE OF PAR FUNDING

It is agreed that PAR funds will be utilized for the payment of the Support Provider Stipends for FY 2004-05. PAR Support will be reviewed annually thereafter.

ARTICLE XX: COMPLAINT PROCEDURE

1. This procedure shall apply to written complaints regarding the conduct of a unit member received by the San Diego County Office of Education from a student, parent or guardian of a student enrolled in a San Diego County Office of Education program, a San Diego County Office of Education employee, member of the public or any external public agency or governmental agency in which the unit member is assigned to deliver instructional services.
2. This article shall not be applicable in any circumstance where the alleged conduct of the unit member involves criminal misconduct or is subject to investigation by a law enforcement agency.
3. This procedure shall not apply to any complaint regarding child abuse or sexual harassment for which the San Diego County Office of Education has a specific policy regulation or procedure or legal obligation that governs investigation and resolution of the matter.
4. When a County Office of Education administrator receives a complaint s/he deems serious enough to warrant action and/or investigation, the administrator shall inform the unit member against whom the complaint is lodged of the nature and specifics of the complaint, including a copy of any written complaint, within five (5) calendar days. The immediate supervisor shall make an effort to resolve such complaints in a timely manner. A unit member has the right to a conference with the supervisor to discuss the complaint and its resolution.

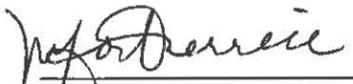
Within twenty (20) workdays of receipt of a written complaint the immediate supervisor or program administrator shall provide a report of the investigation of the complaint and resolution, if complaint has been resolved, including copies of all statements and other relevant documents, to the unit member. If the investigation remains ongoing, the unit member shall be provided a report of the resolution as soon as is reasonable possible upon resolution of the complaint.

5. Materials resulting from investigation and resolution of a written complaint may not be placed in a unit member's personnel file without the unit member first receiving a copy of the material. The unit member shall have the right to attach a statement to the material placed in his/her personnel file.
6. Article X, Grievance shall not be applicable to this article except as to allegations of a procedural violation(s).

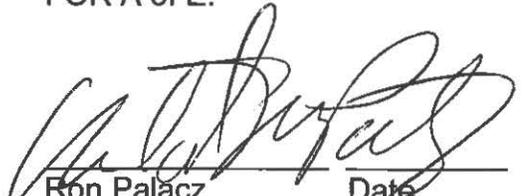
ARTICLE XXI: TERM

1. This Agreement shall be effective July 1, 2014 and remain in full force and effect up to and including June 30, 2017. This constitutes completion of any and all obligation to meet and negotiate for 2014-15 and 2015-16.
2. For the school year 2016-17, Article XV: SALARY, Article XVI: EMPLOYEE BENEFITS, and Article XII: EVALUATION, plus any two (2) Articles selected by the Association and any two (2) Articles selected by the San Diego County Office of Education shall be subject to the negotiations process if one of the parties notifies the other in writing between March 1 and May 1, 2016 of its request to add to, modify, or amend the Agreement for the 2016-17 year.

For SDCOE:

 10/8/14
Michele Fort-Merrill Date
Assistant Superintendent
Human Resource Services

FOR A of E:

 10-1-14
Ron Palacz Date
President

Appendix A

Superintendent of Schools

**Preschool Teachers Compensation Plan
2014-2015**

Effective: 07/01/2014

San Diego County
Office of Education

Salary Based on 184 Days/7.5 Hours

Step	Class I	Class II	Class III	Class IV	Class V
1	24,282	24,827	25,373	25,970	26,549
	131.97	134.93	137.90	141.14	144.29
2	24,896	25,424	26,021	26,617	27,198
	135.30	138.17	141.42	144.66	147.82
3	25,510	26,089	26,668	27,265	27,879
	138.64	141.79	144.93	148.18	151.52
4	26,140	26,737	27,333	27,947	28,579
	142.07	145.31	148.55	151.89	155.32
5	26,805	27,419	28,016	28,647	29,312
	145.68	149.02	152.26	155.69	159.30
6	27,487	28,084	28,732	29,380	30,028
	149.39	152.63	156.15	159.67	163.20
7	28,152	28,783	29,432	30,097	30,778
	153.00	156.43	159.96	163.57	167.27
8	28,869	29,499	30,181	30,846	31,545
	156.90	160.32	164.03	167.64	171.44
9		30,250	30,932	31,631	32,329
		164.40	168.11	171.91	175.70
10		31,000	31,699	32,415	33,148
		168.48	172.28	176.17	180.15
11			32,501	33,217	33,966
			176.64	180.53	184.60
12			33,285	34,052	34,819
			180.90	185.07	189.23
13			34,137	34,921	35,689
			185.53	189.79	193.96

STIPEND	Class	Step	Percent	Monthly
Bilingual	IV	13	1.50%	101.55
Head Teacher	IV	13	4.40%	297.87
60-08 LTVS	IV	13	4.00%	270.79
25-02 PhD	IV	13	1.50%	101.55
79-01 Site	IV	13	2.80%	189.56
PAR Council	IV	13	4.40%	297.87

Appendix B

Superintendent of Schools

**Basic Teacher Compensation Plan
2014-15**

Effective: 7-01-14

San Diego County
Office of Education

Salary Based on 190 Days / 6.75 Hours

Step	Class A	Class I	Class II	Class III	Class IV	Class V	Class VI
1	40,679	42,916	47,795	50,234	53,292	55,727	58,521
	214.10	225.87	251.55	264.39	280.48	293.30	308.01
2	42,707	45,055	50,118	52,561	55,616	58,229	61,029
	224.77	237.13	263.78	276.64	292.72	306.47	321.21
3	44,736	47,201	52,455	54,890	57,944	60,740	63,539
	235.45	248.43	276.08	288.89	304.97	319.68	334.42
4	46,779	49,356	54,780	57,218	60,267	63,243	66,039
	246.21	259.77	288.32	301.15	317.19	332.86	347.57
5	48,823	51,504	57,105	59,551	62,612	65,761	68,559
	256.96	271.07	300.55	313.43	329.54	346.11	360.84
6		53,651	59,439	61,886	64,930	68,255	71,053
		282.37	312.84	325.72	341.74	359.24	373.96
7		55,810	61,766	64,209	67,262	70,772	73,575
		293.74	325.08	337.94	354.01	372.48	387.24
8		57,965	64,091	66,541	69,587	73,278	76,076
		305.08	337.32	350.22	366.25	385.67	400.40
9			66,416	68,873	71,927	75,782	78,581
			349.56	362.49	378.56	398.85	413.58
10			68,738	71,187	74,251	78,298	81,098
			361.78	374.67	390.79	412.09	426.83
11			71,078	73,516	76,579	80,797	83,603
			374.09	386.93	403.05	425.25	440.02
12			73,410	75,859	78,903	83,313	86,119
			386.37	399.26	415.28	438.49	453.26
13			75,738	78,175	81,238	85,814	88,617
			398.62	411.45	427.57	451.65	466.41

STIPEND	Class	Step	Percent	Monthly
Bilingual	IV	13	1.50%	101.55
Head Teacher	IV	13	4.40%	297.87
60-08 LTVS	IV	13	4.00%	270.79
25-02 PhD	IV	13	1.50%	101.55
79-01 Site	IV	13	2.80%	189.56
PAR Council	IV	13	4.40%	297.87

2014-15
185 day Schedule

Step	Class I	Class II	Class III	Class IV	Class V	Class VI
1	41,787	46,536	48,914	51,891	54,261	56,981
	225.88	251.55	264.40	280.49	293.30	308.01
2	43,869	48,800	51,178	54,152	56,697	59,423
	237.13	263.78	276.64	292.71	306.47	321.21
3	48,058	51,075	53,444	56,419	59,142	61,868
	259.77	276.08	288.89	304.97	319.69	334.42
4	52,240	53,337	55,713	58,682	61,578	64,301
	282.38	288.31	301.15	317.20	332.85	347.57
5	54,341	55,603	57,983	60,964	64,030	66,755
	293.74	300.56	313.42	329.54	346.11	360.84
6	56,440	57,875	60,256	63,221	66,458	69,183
	305.08	312.84	325.71	341.74	359.23	373.96
7	46,536	60,140	62,521	65,492	68,909	71,640
	251.55	325.08	337.95	354.01	372.48	387.24
8	48,800	62,404	64,790	67,756	71,351	74,074
	263.78	337.32	350.22	366.25	385.68	400.40
9		64,667	67,060	70,035	73,788	76,512
		349.55	362.49	378.57	398.85	413.58
10		66,930	69,314	72,297	76,238	78,964
		361.78	374.67	390.79	412.10	426.83
11		69,209	71,582	74,565	78,670	81,403
		374.10	386.93	403.05	425.24	440.02
12		71,477	73,863	76,825	81,119	83,853
		386.36	399.26	415.27	438.48	453.26
13		73,743	76,117	79,099	83,557	86,284
		398.61	411.44	427.56	451.66	466.40

STIPEND	Class	Step	Percent	Monthly
Bilingual	IV	13	1.50%	101.55
Head Teacher	IV	13	4.40%	297.87
60-08 LTVS	IV	13	4.00%	270.79
25-02 PhD	IV	13	1.50%	101.55
79-01 Site	IV	13	2.80%	189.56
PAR Council	IV	13	4.40%	297.87

Appendix C

**ASSOCIATION OF EDUCATORS – SAN DIEGO COUNTY OFFICE OF EDUCATION
GRIEVANCE FORM**

Name of Grievant: _____

Work Assignment Location: _____

Statement of Grievance:

Section(s) of the Agreement Alleged to Have Been Violated:

Remedy Sought:

Signature of Grievant: _____

Received on behalf of SDCOE: _____ Date _____

Appendix D

Employee Benefit Plan Options/Component

Medical Plans (choice of 1 below)

PacifiCare HMO Value Network 10

PacifiCare P.O.S. Value Network 10

Kaiser 10/10

American Specialty Health Plans

Chiropractic Care

Dental Plan

Delta Dental Premier of California

Maximum benefit of \$2,500 per year

Enhancements to existing coverage include sealant, periodontal rider and implant coverage.

Aetna Life Insurance (employee only)

Vision Service Plan (employee and dependents)

UNIT MEMBER EVALUATION PROGRAM STANDARDS AND FORMS

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION

STANDARD ONE:**ENGAGING AND SUPPORTING
ALL STUDENTS IN LEARNING**

How do unit members:

- 1-1 Help students connect previously acquired knowledge with new material?
- 1-2 Help students connect classroom instruction to his/her own experience and cultural heritage?
- 1-3 Facilitate autonomy, group interaction, and choice in learning?
- 1-4 Engage students in critical thinking and problem solving?
- 1-5 Assist students in directing and reflecting upon their own learning?

STANDARD TWO:**CREATING AND MAINTAINING EFFECTIVE
ENVIRONMENTS FOR STUDENT LEARNING**

How do unit members:

- 2-1 Create a physical environment that engages all students?
- 2-2 Establish a climate that promotes fairness and respect?
- 2-3 Promote social development and group responsibility?
- 2-4 Establish and maintain student behavior standards that are consistent with adopted standards?
- 2-5 Plan and implement classroom procedures and routines that support student learning?
- 2-6 Use instructional time most effectively?

STANDARD THREE:**UNDERSTANDING AND ORGANIZING
SUBJECT MATTER FOR STUDENT
LEARNING**

How do unit members:

- 3-1 Demonstrate knowledge of subject matter and student development?
- 3-2 Organize the curriculum to ensure student understanding?
- 3-3 Inter-relate ideas and information across and within subject areas?
- 3-4 Develop student understanding through appropriate instructional strategies?
- 3-5 Use materials, resources, and technologies to make subject matter accessible to students?

STANDARD FOUR:**PLANNING INSTRUCTION AND DESIGNING
LEARNING EXPERIENCES FOR ALL STUDENTS**

How do unit members:

- 4-1 Draw on and value students' backgrounds, interests and developmental learning needs?
- 4-2 Establish and articulate goals for student learning?
- 4-3 Develop and sequence instructional activities and materials for student learning?
- 4-4 Design short-term and long-term plans to foster student learning?
- 4-5 Modify instructional plans to adjust for student needs and respond to ongoing assessments?
- 4-6 Plan instruction around the adopted content standards and frameworks?

STANDARD FIVE:**ASSESSING STUDENT LEARNING**

How do unit members:

- 5-1 Establish and communicate learning goals for all students?
- 5-2 Collect and use multiple sources of information to assess and design student learning?
- 5-3 Involve and guide all students in assessing their own learning?
- 5-4 Use the results of assessments to guide instruction?
- 5-5 Communicate with students, families and other stakeholders about student progress?
- 5-6 Show evidence of student progress toward meeting grade level standards?

STANDARD SIX:**DEVELOPING AS A PROFESSIONAL EDUCATOR**

How do unit members:

- 6-1 Reflect on teaching practice and plan professional development?
- 6-2 Establish professional goals and pursue opportunities to grow professionally?
- 6-3 Work with communities to improve professional practice?
- 6-4 Work with families to positively influence student achievement?
- 6-5 Work with colleagues and administrators to improve teaching and learning?

CALIFORNIA STANDARDS FOR THE TEACHING PROFESSION
(Cont'd)

STANDARD SEVEN:

FULFILLING PROFESSIONAL RESPONSIBILITIES	
How do unit members:	
7-1	Establish and maintain effective relationships with those contacted in the course of work?
7.2	Comply with established rules, regulations, policies, contracts and laws?
7.3	Fulfill assigned duties?

Track I Evaluation Annual Planning & Goals Form

Unit Member: _____ Date: _____

Program/Site: _____

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Content Standards, and the SDCOE Enhanced California Standards (I-VI) for the Teaching Profession, please identify three goals for the coming year.

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

PRE-OBSERVATION CONFERENCE FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: student situations, developmental processes, etc.
2. What are your objectives for this lesson?
3. What do you want students to learn or to do by the end of this lesson/unit?
4. How did you determine that this is what these students need to learn?
5. How will you assess student learning? How will you know students have achieved the outcomes you intended?
6. What activities will your students do?
7. How does this lesson relate to:
 - (a) Applicable curriculum standards?
 - (b) Instruction that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
8. On which standard(s) would you like me to focus? Why?

Comments:

CLASSROOM/EDUCATIONAL OBSERVATION FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

EVIDENCE OF STANDARDS DURING OBSERVATION:

Note SDCOE ENHANCED CSTP & California Content Standards addressed and observed evidence of implementation.

What were the strengths of this lesson?

Strengths:

Concerns:

Support Recommendations:

Additional points of discussion for post-observation conference.

1. How will you adapt future instruction based on your assessment of student learning?

2. What peer or administrative support would help you continue your growth as an educational professional?

Evaluator: _____

Unit Member: _____

Date: _____

Date: _____

cc: Unit Member

Appendix E1-E

POST-OBSERVATION CONFERENCE FORM
(OPTIONAL)

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson: _____

POST-OBSERVATION CONFERENCE QUESTIONS:

1. What were the strengths of this lesson. If you had concerns, what were they? (Please consider the SDCOE Enhanced California Standards for the Teaching Profession or the SDCOE Standards for the Professional Counselor you focused on, as well as the California Content Standard or Guidance Expectation you identified for student outcomes.)

Strengths:

Concerns:

2. How will you adapt future instruction based on your assessment of student learning?

3. What peer or administrative support would help you continue your growth as an educational professional?

Appendix E1-F
SUMMARY EVALUATION OF PERFORMANCE

Unit Member: _____ Date: _____

Program/Site: _____ Track I _____

Grade(s)/Subject/Lesson: _____ Track II _____

Period Covered by this Evaluation _____

Dates of Conferences _____

Dates of Observations _____

Status of Unit member: Emergency Permit/Waiver Probationary 1 Probationary 2 Permanent

Rating Definitions

1. Meets Standards
2. Unsatisfactory - Does not meet Standards
3. Not observed

NOT ALL ELEMENTS MUST BE EVALUATED – THOSE NOT OBSERVED SHOULD BE NOTED				12/15			3/15			
STANDARD I – Engaging and Supporting All Students in Learning				1	2	3		1	2	3
1.1	Connect students' prior knowledge, life experience, and interests with learning goals									
1.2	Use a variety of instructional strategies and resources to respond to students' diverse needs									
1.3	Facilitate learning experiences that promote autonomy, interaction, and choice									
1.4	Engage students in problem solving, critical thinking, and other activities that make subject matter meaningful									
1.5	Promote self-directed, reflective learning for all students									
STANDARD II – Creating and Maintaining Effective Environments for Student Learning				1	2	3		1	2	3
2.1	Create a physical environment that engages all students									
2.2	Establish a climate that promotes fairness and respect									
2.3	Promote social development and group responsibility									
2.4	Establish and maintain standards for student behavior									
2.5	Plan and implement classroom procedures and routines that support student learning									
2.6	Use instructional time effectively									
STANDARD III - Understanding & Organizing Subject Matter for Student Learning				1	2	3		1	2	3
3.1	Demonstrate knowledge of subject matter content and student development									
3.2	Organize curriculum to support student understanding of subject matter									
3.3	Interrelate ideas and information within and across subject matter areas									
3.4	Develop student understanding through instructional strategies that are appropriate to the subject matter									
3.5	Use materials, resources and technologies to make subject matter accessible to students									
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students				1	2	3		1	2	3
4.1	Draw on and value students' backgrounds, interests, and developmental learning needs									
4.2	Establish and articulate goals for student learning									
4.3	Develop and sequence instruction, activities, and materials for student learning									
4.4	Design short-term and long-term plans to foster student learning									
4.5	Modify instructional plans to adjust for student needs and respond to ongoing assessments									
4.6	Plan instruction around the adopted content standards and frameworks									

	12/15			3/1-5/1		
STANDARD V - Assessing Student Learning	1	2	3			
5.1 Establish and communicate learning goals for all students						
5.2 Collect and use multiple sources of information to assess student learning						
5.3 Involve and guide students in assessing their own learning						
5.4 Use results of assessments to guide instruction						
5.5 Communicate with students, families, and other audiences about student progress						
5.6 Show evidence of student progress toward meeting grade level standards and established goals or outcomes						
STANDARD VI - Developing as a Professional Educator	1	2	3			
6.1 Reflect on teaching practice and plan professional development						
6.2 Establish professional goals and pursue opportunities to grow professionally						
6.3 Work with communities to enhance professional practice						
6.4 Work with families to enhance professional practice						
6.5 Work with colleagues and administrators to enhance professional practice						
STANDARD VII – Fulfilling Professional Responsibilities	1	2	3			
7.1 Establishes and maintains effective relationships with those contacted in the course of work						
7.2 Complies with established rules, regulations, policies, contracts and laws						
7.3 Fulfills assigned duties						

NARRATIVE COMMENTS: (attach additional sheets)

Instructions (narrative comments)

1. Commendations and recommendations must include those relative to the Standards (SDCOE ENHANCED CSTP & California Content Standards).
2. Comments pertaining to attainment of goals established during annual Planning and Goals Conference.
3. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

- Meets Standards
- Unsatisfactory – PAR Referral –Rating based upon deficiency(ies) related to Standards I –VI.
- Unsatisfactory – No PAR Referral – Rating based upon deficiency(ies) related to Standard VII only.

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file. You also have the right to request a second evaluation which you must do within three (3) working days after receipt of the summary evaluation form.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

I request a second evaluation.

Evaluator

Date

Unit Member

Date

Evaluator

Date

Unit Member

Date

Program Director

Date

Appendix E2

Track II Evaluation Planning & Goals and Summary Evaluation Form

General Information: For Unit Members participating in the Track II evaluation process. See Article XII of the A of E collective bargaining agreement for Track II process.

Unit Member: _____

Date: _____

Program/Site: _____

Evaluator: _____

Planning

Statement Describing Plan/Purpose/Objective

Personalized Evaluation Activities (What do you plan to do?)

Timelines

Evidence of Achievement (Outcome Measure(s) – how will you know you’ve achieved your purpose?)

Evaluator: _____

Unit Member: _____

Date: _____

Date: _____

Updates (2 updates are due from the unit member)

Update 1 (sections 1-4 to be completed by unit member)

1. Activities and evidence of progress:

2. Next Steps:

3. Support or Assistance Needed:

4. Plan Modifications:

Evaluator Comments:

Evaluator: _____

Unit Member: _____

Date: _____

Date: _____

Update 2 (Sections 1-4 to be completed by unit member)

1. Activities and evidence of progress

2. Next Steps:

3. Support or Assistance Needed:

4. Plan Modifications:

Evaluator Comments:

Evaluator: _____

Unit Member: _____

Date: _____

Date: _____

Summary Evaluation/Assessment Review of Track II Plan (to be completed by Evaluator)

Evaluator: _____

Unit Member: _____

Date: _____

Date: _____

SDCOE STANDARDS FOR THE PROFESSIONAL SCHOOL COUNSELOR

STANDARD ONE:

PROGRAM MANAGEMENT	
	How do unit members:
1.1	Use a planning process to define needs, priorities, and program objectives.
1.2	Implement a comprehensive program.
1.3	Evaluate the effectiveness of individual activities and the overall program in meeting desired student outcomes.
1.4	Educate the school staff, parents and the community about the guidance program through public information activities.
1.5	Discuss the qualities of the counselor management system with other members of the counseling staff and has agreement.
1.6	Discuss the program results that will be obtained on the counselor action plan for the school year.
1.7	Analyze his/her time spent in each of the four components of the JCCS Counseling Program: Foundation, Management System, Delivery System, and Accountability to achieve a healthy balance.

STANDARD TWO:

GUIDANCE	
	How do unit members:
2.1	Teach developmental guidance curriculum units effectively.
2.2	Develop and implement a plan to maximize student academic ability and achievement, personal, social and career development.
2.3	Assist teachers in the teaching of guidance related curriculum.
2.4	Seek co-curricular and community experiences to enhance the school experience.
2.5	Encourage staff involvement to ensure the effective implementation of the guidance curriculum.
2.6	Guide individuals and groups of students through the development of educational plans and career awareness.
2.7	Implement the individual planning component by guiding individuals and groups of students and their parents through the development of educational and career paths.
2.8	Assist students to develop skills to locate, evaluate and interpret educational career information.
2.9	Assist students with awareness of personal abilities, skills, interests and motivations.
2.10	Assist students to acquire employability skills such as working on a team, problem-solving, and organizational skills.
2.11	Demonstrate to students how interests, abilities and achievement relate to achieving personal, social, educational and career goals.

STANDARD THREE:

COUNSELING	
	How do unit members:
3.1	Counsel individual students with presenting needs/concerns: -Provide counseling systematically. -Respond to students individually.
3.2	Counsel small groups of students with presenting needs/concerns.
3.3	Implement an effective referral process with administrators, teachers, other school personnel and community agencies.
3.4	Use a decision-making and problem-solving model appropriate to his/her own assignment.
3.5	Implement monitoring activities appropriate to his/her own assignment.
3.6	Select appropriate interventions based on presenting needs/concerns.
3.7	Use accepted theories and techniques appropriate to school counseling.

STANDARD FOUR:

CONSULTATION AND COLLABORATION	
	How do unit members:
4.1	Provide professional expertise when working with peers.
4.2	Interpret information and ideas effectively.
4.3	Advocate for students.
4.4	Work with guidance team to ensure smooth transition to district of residence.
4.5	Provide a comprehensive guidance program in collaboration with school staff.
4.6	Provide support for other school programs.

SDCOE STANDARDS FOR THE PROFESSIONAL SCHOOL COUNSELOR (cont'd)

STANDARD FIVE:

COORDINATION
<p>How do unit members:</p> <p>5.1 Maintain a communication system that effectively collects and disseminates information about students to other professionals, as appropriate.</p>

STANDARD SIX:

PROGRAM ASSESSMENT
<p>How do unit members:</p> <p>6.1 Work with members of the guidance team and the principal to formulate the desired results.</p> <p>6.2 Collect and process formative and summative program data.</p> <p>6.3 Share the results of the program evaluation data with appropriate personnel of the guidance team.</p> <p>6.4 Use the program evaluation data to make changes in the counseling program, as appropriate.</p>

STANDARD SEVEN:

STUDENT ASSESSMENT
<p>How do unit members:</p> <p>7.1 Participate in the planning and evaluation of the standardized testing program.</p> <p>7.2 Use school data to make decisions regarding student choice of classes and special programs.</p> <p>7.3 Interpret test and other selected appraisal results to school personnel, students and parents.</p> <p>7.4 Use multiple assessment tools for the purpose of educational planning.</p> <p>7.5 Maintain the confidentiality of student assessment.</p>

STANDARD EIGHT

PROFESSIONAL RESPONSIBILITIES
<p>How do unit members:</p> <p>8.1 Promote the academic success of every student.</p> <p>8.2 Promote equity and access for every student by demonstrating a commitment to high expectations and social justice.</p> <p>8.3 Take a leadership role within the counseling department, the school setting and the educational community.</p> <p>8.4 Understand reform issues and work to close the achievement gap.</p> <p>8.5 Collaborate with teachers, parents and the community to promote academic success of students.</p> <p>8.6 Establish and maintain effective relationships with those contacted in the course of work.</p> <p>8.7 Comply with established rules, regulations, policies, contracts and laws.</p> <p>8.8 Fulfill assigned duties.</p>

**COUNSELOR
PRE-OBSERVATION CONFERENCE FORM**

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Grade(s)/Subject/Lesson/Activity: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning/counseling environment that the observer needs to know in advance: student situations, developmental processes, etc.
2. What are your objectives for this lesson/activity?
3. What do you want students/staff/parents to learn or to do in this lesson/unit/activity?
4. How did you determine that this is what these students need to learn?
5. How will you assess student learning? How will you know students have achieved the outcomes you intended?
6. What activities will your students be doing?
7. How does this lesson/activity relate to:
 - (a) Applicable curriculum/guidance standards?
 - (b) Instruction that has occurred over the last few weeks/months?
 - (c) Work over the next few weeks?
9. On which standard(s) would you like me to focus? Why?

Comments:

Appendix E3-C
Counselor
Annual Planning & Goals Form

Unit Member:

Date:

Program/Site:

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Content Standards, and the SDCOE Enhanced California Standards (I-VI) for the Teaching Profession, please identify three goals for the coming year.

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

Summary Evaluation of Counselor Performance

The school counselor performance appraisal form contains basic standards of practice expected from school counselors. These performance standards not only function as the basis of counselor evaluation but also serve as guides for self-evaluation. This form shall be used by the principal as the summary evaluation of counselor performance.

Unit Member: _____ **Date:** _____

Program Site: _____ **Period Covered:** _____

Dates of Conferences _____

Status of Unit member: Probationary 1 Probationary 2 Permanent

Rating Definitions

- 1. Meets Standards
- 2. Unsatisfactory – Does not meet Standards
- 3. Not observed

	12/15				3/15		
	1	2	3		1	2	3
Standard 1: Program Management - The professional school counselor plans, organizes and delivers the Juvenile Court and Community Schools (JCCS) Guidance Program.							
1.1							
1.2							
1.3							
1.4							
1.5							
1.6							
1.7							
1.8							
Standard 2: Guidance – The professional school counselor implements guidance curricula through the use of effective instructional skills and careful planning of structured sessions for all students.							
2.1							
2.2							
2.3							
2.4							
2.5							
2.6							
2.7							
2.8							
2.9							
2.10							
2.11							
Standard 3: - Counseling - The professional school counselor implements the responsive services component through the effective use of individual and small-group counseling, consultation and referral skills and monitors the students on a regular basis as they progress in school.							
3.1							
3.2							
3.3							
3.4							
3.5							
3.6							
3.7							

Standard 4: - Consultation and Collaboration - The professional school counselor consults effectively with parents, teachers, administrators and other relevant individuals to enhance their work with students.	1	2	3		1	2	3
4.1 Provide professional expertise when working with peers.							
4.2 Interpret information and ideas effectively.							
4.3 Advocate for students.							
4.4 Work with guidance team to ensure smooth transition to district of residence.							
4.5 Provide a comprehensive guidance program in collaboration with school staff.							
4.6 Provide support for other school programs.							
Standard 5: - Coordination – Coordinates with school and community personnel to bring together resources for students.	1	2	3		1	2	3
5.1 Maintain a communication system that effectively collects and disseminates information about students to other professionals, as appropriate.							
Standard 6: - Program Assessment – The professional school counselor knows how to use data as a guide to program direction and emphasis.	1	2	3		1	2	3
6.1 Work with members of the guidance team and the principal to formulate the desired results.							
6.2 Collect and process formative and summative program data.							
6.3 Share the results of the program evaluation data with appropriate personnel of the guidance team.							
6.4 Use the program evaluation data to make changes in the counseling program, as appropriate.							
Standard 7: - Student Assessment – Interprets test and other appraisal results appropriately.	1	2	3		1	2	3
7.1 Participate in the planning and evaluation of the standardized testing program.							
7.2 Use school data to make decisions regarding student choice of classes and special programs.							
7.3 Interpret test and other selected appraisal results to school personnel, students and parents.							
7.4 Use multiple assessment tools for the purpose of educational planning.							
7.5 Maintain the confidentiality of student assessment.							
Standard 8: - Fulfilling Professional Responsibilities – The professional school counselor is a student advocate, leader, collaborator and a systems change agent.	1	2	3		1	2	3
6.1 Promote the academic success of every student.							
6.2 Promote equity and access for every student by demonstrating a commitment to high expectations and social justice.							
6.3 Take a leadership role within the counseling department, the school setting and the educational community.							
6.4 Understand reform issues and work to close the achievement gap.							
6.5 Collaborate with teachers, parents and the community to promote academic success of students.							
6.6 Establish and maintain effective relationships with those contacted in the course of work.							
6.7 Comply with established rules, regulations, policies, contracts and laws.							
6.8 Fulfill assigned duties.							

Narrative Comments: (attach additional sheets)

Instructions (narrative comments)

1. Commendations and recommendations must include those relative to the SDCOE Standards for the Professional Counselor).
2. Comments should pertain to attainment of goals established during annual Planning and Goals Conference.
3. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

- Meets Standards
 Unsatisfactory

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file. You also have the right to request a second evaluation which you must do within three (3) working days after receipt of the summary evaluation form.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

- I request a second evaluation.

_____ Evaluator	_____ Date	_____ Unit Member	_____ Date
_____ Evaluator	_____ Date	_____ Unit Member	_____ Date
_____ Program Director	_____ Date		

Appendix E4-A

HOPE INFANT FAMILY SUPPORT PROGRAM EVALUATION STANDARDS

Standard One: UTILIZING FAMILY-CENTERED PRACTICES TO SUPPORT FAMILIES IN PROMOTING THEIR CHILD'S DEVELOPMENT

- Use family/child assets to engage families as active participants in service
- Provide families with supports and resources that promote choice and decision-making
- Draw on families identified interests to support learning
- Demonstrate knowledge of family systems and the grief process
- Demonstrate knowledge of child development and the factors affecting development

Observable Activities:

1. Assists families to identify and successfully use their abilities and capabilities
2. Builds on family identified strengths, skills and interests to address their family needs
3. Incorporates family strengths into strategies and activities that the family has chosen to implement
4. Identifies and builds upon the skills and knowledge of individual family members, extended family members and significant others
5. Supports and assists families in articulating and pursuing their own goals
6. Provides relevant information and resources to support parents in making informed choices and decisions
7. Encourages and assists the family to make decisions and evaluate resources best suited for achieving desired outcomes
8. Together with the family, plans next steps to build on child/family interests, enjoyment, culture and strengths
9. With parent, identifies objects, people, activities and actions that engage the child
10. Uses appropriate family interviewing techniques to learn about family priorities
11. Involves families in discussions about what they enjoy doing with their child
12. Asks engaging questions that invite families to share information about their child's development
13. With the family, builds an understanding of the child's interests, temperament and learning style
14. Offers observations of parent/child interactions that naturally support development
15. Encourages the family to describe child's engagement and participation in activities/routines
16. Demonstrates knowledge of child development and learning processes
17. Demonstrates knowledge of the role that relationships play in development
18. Demonstrates knowledge of the many influences on development and learning
19. Demonstrates understanding of the individual impact of the grief process as a positive and necessary process for families
20. Describes the sequence of development in various domains and identifies developmental milestones
21. Describes principles of growth and development and the interdependence of various developmental domains
22. Recognizes risk factors in parents/caregivers that may adversely affect the child's development
23. Acknowledges the competence of the family and the many things they do to support their child
24. Makes the family's agenda a priority and allows the family to determine success
25. Checks in with family by asking open-ended questions to identify significant family/events activities and how planned routines/activities have been going
26. Reflects with family on what went well and what they want to continue doing
27. Supports families to make their own referrals and request for service

HOPE INFANT FAMILY SUPPORT PROGRAM

Standard Two: IDENTIFYING AND MAINTAINING EFFECTIVE ENVIRONMENTS THAT OPTIMIZE A CHILD'S LEARNING

- Utilize a variety of appropriate settings and naturally occurring activities
- Utilize family identified routines and activities to facilitate development
- Provide interventions in settings that families identify as learning opportunities
- Demonstrate competence in using play as a foundation for learning
- Demonstrate knowledge of community resources and support families in accessing them as desired

Observable Activities:

1. Provides intervention in settings that families identify as possible teaching and learning opportunities, at family request
2. Works with the family to identify teaching and learning opportunities that can be embedded throughout the child's daily routines and activities, regardless of where the child spends their time
3. With the family, identifies and uses natural environments and everyday routines in a variety of settings to reinforce child's strengths and opportunities for learning new skills
4. Explores with families flexible options for service delivery
5. Communicates with parents to find out about how activity settings are working for the child/family
6. Assists family in monitoring and/or modifying their environment to make it safe for their child
7. Assists families as they desire, in including their child in all their usual family routines (i.e. religious services, shopping etc.)
8. Utilizes information that the family shares about modifications that can be made for their child to be successful in different environments
9. Plans jointly with the family to choose materials available in the home or those available from other sources as needed to support the child's development
10. With family, explores, discusses and reinforces the benefits of incorporating activities/interventions into daily routines
11. Helps parents join in children's play by following the child's lead in play activities
12. Helps parents involve siblings and other children in child's play
13. Uses appropriate strategies to engage and build upon children's play
14. Shares strategies for facilitating play and social interactions between parents and their children
15. Supports opportunities for children to engage in pretend and symbolic play
16. Discusses why play is important to children's development
17. Uses play, child-initiated actions and daily routines to develop functional skills within the context of meaningful daily activities
18. Jointly with family, explores knowledge of the child's temperament to understand his/her approach to learning, behavior and social interactions and to plan appropriate activities
19. Actively supports families in a coordinated search for services and supports that they feel will help their child and family
20. Demonstrates knowledge of a variety of delivery settings and supports, including educational and community programs and agencies
21. Helps families identify and use community resources and other natural supports for their child's learning, play and physical activities
22. Shares information about community services and the resources they provide, based upon family interest/inquiry
23. Supports children in inclusive community settings identified by the family

HOPE INFANT FAMILY SUPPORT PROGRAM

Standard Three: DESIGNING AND IMPLEMENTING APPROPRIATE INSTRUCTIONAL STRATEGIES

- Develop learning strategies that address a child's individual needs through social interactions and relationships
- Incorporate family's learning style, priorities and cultural beliefs as they relate to instruction
- Demonstrate knowledge of atypical development
- Demonstrate knowledge of second language acquisition and bilingualism
- Demonstrate knowledge and ability in adapting toys, equipment and materials.

Observable Activities:

1. Demonstrates comprehensive knowledge of atypical development associated with various disabilities and risk factors, resilience and protective factors and their implication for learning
2. Demonstrates knowledge of the impact of specific low incidence disabilities on learning
3. With the family, designs and implements intervention and instructional strategies that reflect the family's concerns and priorities
4. With the family, designs and implements intervention and instructional strategies that address specific learning needs, that are developmentally, culturally and individually appropriate
5. Supports families in utilizing strategies that enhance development in all skill areas
6. Assists families in identifying or designing appropriate learning opportunities in the home
7. Demonstrates an understanding of strategies for addressing challenging behaviors identified by the family
8. Utilizes intervention practices that are supported by research
9. Demonstrates the understanding of the importance of early language and literacy as a basis for later learning and shares this knowledge with families
10. Demonstrates knowledge of cognitive, physical, social, emotional, communication and adaptive development in intervention planning and how these areas interrelate
11. Understands the importance of self-regulation, engagement and two-way communication and offers families strategies to support their child
12. Understands and uses an array of effective approaches, strategies and tools to support child/family successes
13. Understands incidental teaching and, with the family, identifies informal opportunities to build children's language concepts, development and skills
14. Supports the family in engaging the child in appropriate play and social interactions
15. Explores with the families openly and non-judgmentally, cultural standards, observances and expectations that influence beliefs and child-rearing practices
16. Demonstrates ability to have conversations with families regarding their child's language environment
17. Supports families to choose their language of instruction
18. Demonstrates understanding of the difference between language difference and language delay and discusses with colleagues and families
19. Demonstrates knowledge and skill in having basic discussions with families regarding the use of technology
20. Demonstrates ability to provide modifications/adaptations in response to family's concerns

HOPE INFANT FAMILY SUPPORT PROGRAM

Standard Four: CREATING AND MAINTAINING EFFECTIVE TEAMING SKILLS WITH FAMILIES AND STAFF

- Utilize effective communication skills that incorporate knowledge of adult learning styles
- Understand and demonstrate the principles of teamwork and collaboration
- Conduct a self-assessment of one's current beliefs, knowledge and skills
- Demonstrate respect for family values and culture
- Actively reflect on one's own personal culture and how it impacts the work

Observable Activities:

1. Demonstrates active listening skills and balances time listening to family and sharing information
2. Listens to and demonstrates valuing of family stories
3. Initiates discussions with families to understand and resolve issues as they arise
4. Communicates in a clear manner that matches the family/staff's style and level of understanding
5. Treats each family member as a unique adult learner with valuable insights, interest and skills
6. Communicates with appropriate non-verbal behavior
7. Communicates sensitively using jargon-free language
8. Uses open-ended questions and comments
9. Acknowledges personal and professional boundaries with families
10. Recognizes that outcomes are a shared responsibility across people working with the child and family
11. Teams with others to incorporate and integrate ideas into a single working plan for the family
12. Develops collaborative relationships with families and colleagues, including those with different philosophies and style
13. Contributes to ideas generated by the team
14. Accesses resources when facing challenges related to teamwork
15. Engages in role release (helping others learn each other's skills) and role acceptance (are prepared to learn each other's skills)
16. Upholds high standards of confidentiality, sensitivity and respect for families and colleagues
17. Uses professional behaviors that build trust and rapport to establish a partnership with families
18. Addresses conflicts and disagreements directly and effectively in order to identify agreements that optimize services to children and families
19. Respectfully shares with families, in response to their concerns, complete and unbiased information
20. Demonstrates care, concern and compassion for families and treats them as responsible people
21. Seeks to understand, rather than judge families with differing values and practices
22. Examines own values, biases, strengths, feelings and thoughts in working with children and families
23. Demonstrates a reflective approach to one's work by analyzing own practices and using reflection to modify and improve work with children and families
24. Practices reflection when working with families and staff to improve services to children and families
25. Uses communication styles and social behaviors that are warm and welcoming and respectful of family culture and circumstances
26. Examines own practice as it relates to information about best practices and culturally sensitive practices
27. Seeks reliable and accurate information relative to specific cultures when needed (i.e. child rearing, views on health, etc.)
28. Demonstrates cultural competence in communication and establishing effective relationships with families from different cultures

HOPE INFANT FAMILY SUPPORT PROGRAM

Standard Five: ASSESSING THE CHILD AND DEVELOPING INTERVENTION PLANS WITH THE FAMILY

- Assess children's cognitive, social-emotional, communication, motor and adaptive development
- Involve families as active participants in the assessment process
- Selects and administers assessments that are not racially or culturally discriminatory
- Write IFSP outcomes based on family concerns, priorities and resources
- Utilize ongoing observation to guide intervention

Observable Activities:

1. Demonstrates the understanding of the value of conducting initial and ongoing assessments in the context of the child's natural environment and within the child's daily routines
2. Demonstrates the understanding that assessment for early childhood and family mental health focuses on the child in relationship to others
3. Recognizes family values and cultural diversity and how this may affect the assessment process
4. Recognizes the bias inherent in, and the impact of one's own role on the assessment process
5. Demonstrates basic knowledge of ethical guidelines and legal requirements related to the assessment process
6. Incorporates collateral information into evaluations/assessments
7. Recognizes that behavior is a response or reaction to many factors (environmental, biological, social, emotional) and may impact the assessment process
8. Utilizes materials and procedures that accommodate the child's sensory, physical, responsive and temperamental differences
9. Uses assistive technology as a resource during the assessment process
10. Plans with the family how to address relevant individual, cultural and linguistic characteristics that may influence assessment
11. Explores and identifies the roles that the family may want to play in the evaluation/assessment process
12. Gives equal weight to the family's observations and reports about their child's behaviors, learning and development
13. Integrates information from the family and other professionals into the assessment process
14. With the family, completes a developmental checklist
15. Scores and interprets assessment results accurately
16. Reports assessment results so they are understandable and useable for families, including child's strengths and family concerns
17. Reflects with the family about observations of the child's behaviors, summarizes results, clarifies and confirms that the family understands the process and results
18. Records evaluation/assessment findings and provides an accurate description of the child's development in an evaluation report or IFSP
19. Describes the IFSP as a dynamic plan that guides the provision of family-centered services, based upon the changing needs of the child and family
20. Writes IFSP outcomes based on the family's concerns, priorities and resources and collaboratively identifies services
21. With families, conducts ongoing review of child's progress to modify outcomes/strategies as needed
22. Demonstrates knowledge and utilization on the "Infant/Toddler Learning and Developmental Foundations"

HOPE INFANT FAMILY SUPPORT PROGRAM

Standard Six: DEVELOPING AS A PROFESSIONAL EDUCATOR

- Reflect on teaching practice and plan professional development
- Establish professional goals and pursue opportunities to grow professionally
- Work with communities to enhance professional practice
- Work with families to enhance professional practice
- Work with colleagues and administrators to enhance professional practice

Observable Activities:

23. Learns about intervention while interacting with children/families
24. Reflects on instructional successes and challenges to move practice forward
25. Formulates professional development plans that are based on reflection and analysis
26. Seeks out opportunities for professional development
27. Seeks ongoing supervision and mentoring opportunities
28. Maintains an attitude of lifelong learning
29. Expands on current knowledge of early intervention strategies and technology
30. Values and respects the family's community and its role in child learning
31. Promotes collaboration between families and community early intervention services
32. Promotes positive interactions between California Early Start services and community
33. Invites families to provide reflective feedback on professional practice

Standard Seven: FULFILLING PROFESSIONAL RESPONSIBILITIES

- Establish and maintain effective relationships with those contacted in the course of work
- Comply with established rules, regulations, policies, contract and laws
- Fulfill assigned duties

Observable Activities:

34. Participates in making program wide decisions
35. Uses observations of colleagues to improve intervention practices
36. Communicates with children, families, staff and other personnel in a professional and effective manner
37. Provides appropriate supervision and direction for paraprofessionals, student teachers and interns
38. Participates in program committees to review and revise program policies, practices, and procedures
39. Maintains professional boundaries

**HOPE INFANT FAMILY SUPPORT PROGRAM
PRE-OBSERVATION CONFERENCE FORM**

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Type of Visit: _____

Please be prepared to discuss the following questions:

1. Briefly describe important aspects of the learning environment that the observer needs to know in advance: child/family situations, developmental processes, etc.
2. What are your objectives for this session?
3. What do you want the child/family to learn to do?
4. How did you determine that this is what the child/family needs to learn?
5. How will you assess learning? How will you know the outcomes you intended are achieved?

6. What will the child/family be doing?

7. How does this visit relate to:

(a) Applicable standards?

(b) Intervention that has occurred over the last few weeks/months?

(c) Work over the next few weeks?

10. On which standard(s) would you like me to focus? Why?

Comments:

HOPE INFANT FAMILY SUPPORT PROGRAM

Annual Planning & Goals Form

Unit Member: _____ Date: _____

Program/Site: _____

Goal 1: (Instructional/student learning goal)

Goal 2: (Instructional/student learning goal)

Goal 3: (A professional growth goal)

HOPE INFANT FAMILY SUPPORT PROGRAM
EDUCATIONAL SETTING OBSERVATION FORM

Unit Member: _____ Date: _____

Program/Site: _____ Time Period: _____

Type of Visit: _____

EVIDENCE OF STANDARDS DURING OBSERVATION:

Evaluator: _____

Unit member: _____

HOPE INFANT FAMILY SUPPORT PROGRAM

POST-OBSERVATION CONFERENCE FORM
(OPTIONAL)

Unit Member: _____

Date: _____

Program/Site: _____

Time Period: _____

Type of Visit: _____

POST-OBSERVATION CONFERENCE QUESTIONS:

1. What were the strengths of this observation? If you had concerns, what were they?
Strengths:

Concerns:

2. How will you adapt future instruction based on your assessment of child/family learning?

3. What peer or administrative support would help you continue your growth as an educational professional?

Appendix E4-F

**SUMMARY EVALUATION OF PERFORMANCE
HOPE INFANT FAMILY SUPPORT PROGRAM**

Unit Member: _____ Date: _____

Program/Site: _____ Track I _____

Grade(s)/Subject/Lesson: _____ Track II _____

Period Covered by this : _____

Dates of Conferences: _____

Dates of Observations: _____

Status of Unit member: Emergency Permit/Waiver Probationary 1 Probationary 2 Permanent

Rating Definitions

1. Meets Standards
2. Unsatisfactory - Does not meet Standards
3. Not observed

NOT ALL ELEMENTS MUST BE EVALUATED – THOSE NOT OBSERVED SHOULD BE NOTED	12/15				3/15		
	1	2	3		1	2	3
STANDARD I – Utilizing family centered practices to support families in promoting their child's development							
1.1 Use family/child assets to engage families as active participants in service							
1.2 Provide families with supports and resources that promote choice and decision-making							
1.3 Draw on family's identified interests to support learning							
1.4 Demonstrate knowledge of family systems and the grief process							
1.5 Demonstrate knowledge of child development and the factors affecting development							
STANDARD II – Identifying and maintaining effective environments that optimize a child's learning	1	2	3		1	2	3
2.1 Utilize a variety of appropriate settings and naturally occurring activities							
2.2 Utilize family identified routines and activities to facilitate development							
2.3 Provide intervention in settings that families identify as learning opportunities							
2.4 Demonstrate competence in using play as a foundation for learning							
2.5 Demonstrate knowledge of community resources and support families in accessing them as desired							
STANDARD III – Designing and implementing appropriate instructional strategies	1	2	3		1	2	3
3.1 Develop learning strategies that address a child's individual needs through social interactions and relationships							
3.2 Incorporate family's learning style, priorities and cultural beliefs as they relate to instruction							
3.3 Demonstrate knowledge of atypical development							
3.4 Demonstrate knowledge of second language acquisition and bilingualism							
3.5 Demonstrate knowledge and ability in adapting toys, equipment and materials							
STANDARD IV – Creating and maintaining effective teaming skills with families and staff	1	2	3		1	2	3
4.1 Utilize effective communication skills that incorporate knowledge of adult learning styles							
4.2 Understand and demonstrate the principles of teamwork and collaboration							
4.3 Conduct a self-assessment of one's current beliefs, knowledge and skills							
4.4 Demonstrate respect for family values and culture							
4.5 Actively reflect on one's own personal culture and how it impacts the work							

	12/15			3/15		
STANDARD V - Assessing the child and developing intervention plans with the family	1	2	3	1	2	3
5.1 Assess children's cognitive, social-emotional, communication, motor and adaptive development						
5.2 Involve families as active participants in the assessment process						
5.3 Selects and administers assessments that are not racially or culturally discriminatory						
5.4 Write IFSP outcomes based on family concerns, priorities and resources						
5.5 Utilize ongoing observation to guide intervention						
STANDARD VI - Developing as a Professional Educator	1	2	3	1	2	3
6.1 Reflect on teaching practice and plan professional development						
6.2 Establish professional goals and pursue opportunities to grow professionally						
6.3 Work with communities to enhance professional practice						
6.4 Work with families to enhance professional practice						
6.5 Work with colleagues and administrators to enhance professional practice						
STANDARD VII – Fulfilling Professional Responsibilities	1	2	3	1	2	3
7.2 Establish and maintain effective relationships with those contacted in the course of work						
7.2 Comply with established rules, regulations, policies, contract and laws						
7.3 Fulfill assigned duties						

NARRATIVE COMMENTS: (attach additional sheets)

Instructions (narrative comments)

4. Commendations and recommendations must include those relative to the Standards (SDCOE ENHANCED Standards).
5. Comments pertaining to attainment of goals established during Annual Planning and Goals Conference.
6. Areas that indicate unsatisfactory performance require narrative comments that must be specific in nature and recommend methods of improvement.

OVERALL EVALUATION RATING

- Meets Standards
- Unsatisfactory – PAR Referral – Rating based upon deficiency(ies) related to Standards I –VI.
- Unsatisfactory – No PAR Referral – Rating based upon deficiency(ies) related to Standard VII only.

NOTE: A copy of this evaluation will be placed in your personnel file. If you disagree with the evaluation, you have the right to respond and your written response will be attached to your evaluation and placed in your personnel file.

My signature on this report does not necessarily signify agreement with this evaluation. My signature indicates that this report has been discussed with me in conference with the evaluator. I have been given the opportunity to attach comments regarding this evaluation.

Evaluator	Date	Unit Member	Date
Evaluator	Date	Unit Member	Date
Program Director	Date		

APPENDIX F

Superintendent of Schools

Effective: 07/01/2014

San Diego County
Office of Education

**Non-Classroom Assignments
Hourly Rates
2014-2015**

Workshop Participation	\$25.50
Non-Classroom Assignment	\$40.80

EXHIBIT “L”



SAN DIEGO COUNTY OFFICE OF EDUCATION

INTEROFFICE MEMORANDUM

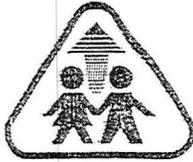
6-14-10
To: Pamela Gillis

Date: June 11, 2010

From: Randolph E. Ward *[Signature]*

Subject: **Salary Increase Implementation**

I would like to implement the July 1, 2008 salary increase retroactively beginning July 1, 2010. I am including copies of the Interoffice Memorandum dated July 11, 2008 for your information.



SAN DIEGO COUNTY OFFICE OF EDUCATION

INTEROFFICE MEMORANDUM

A handwritten signature in black ink, appearing to be 'P. Gilles', written in a cursive style.

To: Pamela Gilles

Date: July 11, 2008

From: Randolph E. Ward

A handwritten signature in black ink, appearing to be 'R. Ward', written in a cursive style.

Subject: Amendment to Superintendent's Contract of Employment

Attached is a fully-executed copy of the Second Amendment to the Contract of Employment, by and between the San Diego County Board of Education and Dr. Randolph E. Ward.

I would like to implement the pre-tax bonus clause (Section 7.3) and have the monies deposited into the same account as last year. Please have Dan Pupiava contact me to discuss.

With regard to the 3.8% salary increase, I would like to hold off implementing that at this time, with all rights to implement it in the future retroactive to July 1, 2008.

Please contact me if you have any questions.

VERIFICATION

STATE OF CALIFORNIA, COUNTY OF San Diego

I have read the foregoing Complaint for Declaratory and Injunctive Relief etc. and know its contents.

CHECK APPLICABLE PARAGRAPH

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am an Officer a partner a of California Taxpayers Action Network

a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

I am one of the attorneys for a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on July 7, 20 16, at San Diego, California. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Kevin O'Neill Type or Print Name

M. Kevin O'Neill Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF

I am employed in the county of State of California. I am over the age of 18 and not a party to the within action; my business address is,

On , 20 , I served the foregoing document described as

by placing the true copies thereof enclosed in scaled envelopes addressed as stated on the attached mailing list: by placing the original a true copy thereof enclosed in sealed envelopes addressed as follows:

BY MAIL I deposited such envelope in the mail at California.

The envelope was mailed with postage thereon fully prepaid.

As follows I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on , 20 , at California. (BY PERSONAL SERVICE) I delivered such envelope by hand to the offices of the addressee.

Executed on , 20 , at California. (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

(Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Type or Print Name

Signature

(By MAIL SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX, OR BAG) (FOR PERSONAL SERVICE SIGNATURE MUST BE THAT OF MESSENGER)