



Humboldt County
Office of Education

The Humboldt County Superintendent of Schools'

MASTER AGREEMENT

with the
Humboldt County Schools Teachers' Association CTA/NEA

July 1, 2021 - June 30, 2023

Michael Davies-Hughes, Superintendent

The Humboldt County
Superintendent of Schools'

With the

Humboldt County Schools
Teachers' Association /CTA/NEA

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Master Agreement with the
Humboldt County Teachers’ Association/CTA/NEA for the period
July 1, 2021-June 30, 2023**

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2021-2023 CONTRACT

This is a binding and bilateral Agreement made and entered into this April 14, 2021, between the Humboldt County Superintendent of Schools (hereinafter referred to as “Employer”), and the Humboldt County Schools Teachers’ Association/CTA/NEA (hereinafter referred to as “Association”).

ARTICLE 1 RECOGNITION AND DEFINITIONS

Section 1: Recognition

The Employer confirms the recognition of the Humboldt County Schools Teachers' Association ("Association") as the exclusive representative for that unit of employees recognized by the Employer per its amended NOTICE OF EMPLOYER DECISION, dated June 17, 1976.

Section 2: Definitions

Unit member: "Unit member" refers to any employee who is included in the appropriate unit as described in Article 1 Section 1, and therefore, covered by the terms and provisions of this Agreement.

Negotiable items: are defined by the Rodda Act.

ARTICLE 2 RIGHTS AND DUTIES

Section 1

It is understood and agreed that the Employer retains all of its power and authority to direct, manage and control to the full extent of the law. The exercise of such legal powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

Section 2

In the event of an emergency, the Employer may take such reasonable action as is required in dealing with said emergency. An “emergency” shall be a natural disaster, an act of civil strife, or other events rendering normal operations of the Employer substantially impaired.

Section 3

Unit members will be consulted regarding the use of any monies allocated for instructional materials and supplies.

Section 4

Qualified nurses shall be the only unit members to routinely provide and conduct necessary medical procedures (such as clean intermittent catheterization, injections, suction, gavage feeding, and drainage). Unit members, other than qualified school nurses, shall not be requested or required to perform any medical procedure on a student except in case of an emergency. Unit members may be required to attend training on said procedures in order to be prepared to respond in an emergency situation. Such training shall be during the unit member’s duty day or the unit member shall receive compensation for training taken during non-duty time.

Section 5

To the extent that existing law allows, a unit member may discipline a student in his/her class for good cause. The unit member shall refer the student to the immediate supervisor for appropriate action, if necessary.

The immediate supervisor will initiate the appropriate discipline of the student as per the requirements of state law, any existing IEP provisions and school policies.

Section 6

Classroom teachers shall have the right to suspend students and are prohibited from the use of corporal punishment.

Section 7

The Employer and the Association agree to bargain in good faith and to abide by the terms and conditions of this Agreement.

ARTICLE 3

SALARIES, WORK DAYS AND HOURS

Section 1: Definitions

A. Work Year

1. Unit members covered by this Agreement shall be paid salaries as provided by the Unit Members' Salary Schedules attached to this Agreement as Exhibits 1 & 2.
2. The Unit Members' Salary Schedule 1a and 1b are based on 186 work days for full-time unit members. Unit Members' Salary Schedule 2 is based on 194 days and applies to school psychologists. Effective July 1, 2021, the Unit Members' Salary Schedule 1a and 1b are based on 186 work days for full-time unit members. Unit Members' Salary Schedule 2 is based on 195 days and applies to school psychologists. The annual salary of a unit member who works more or less than the days as above specified shall be increased or decreased by the unit member's daily rate multiplied by the number of days worked more or less than the days above specified. The employer will increase the existing salary schedule 3% for the 2021-2022 school year and 3% for the 2022-2023 school year.
3. Unit members classified as part-time in their Notices of Employment shall have their daily rates computed pursuant to the appropriate Unit Members' Salary Schedule and prorated for reduced services as determined by the Employer.
4. Each school year, one of the four pre-instruction service work days in August shall be reserved for classroom team preparation activities.
5. Increase days of service from 185 to 186 for learning loss mitigation instruction/professional development for the 2021-2022 and 2022-2023 school years. This section will sunset at the end of this agreement.

B. Work Day

1. Most full time unit members shall work a 7 hour duty day exclusive of lunch. School psychologists, occupational therapists, and speech therapists shall work an 8 hour duty day exclusive of lunch. Each unit member shall receive a minimum of a thirty (30) minute duty free lunch period located near the mid-point of the duty day.
2. The annual salary of a unit member who works more or less than 7 hours a day, or 8 hours per day for psychologists, as specified above shall be increased or decreased by a pro-ratio of the number of hours worked more or less than 7 hours or 8 hours.
3. In those schools which are not under the administrative direction of the Employer, the work schedules of unit members who have a regularly assigned site shall be the same as the site to which they are assigned; the length of the unit members' duty day shall be as provided in B, 1, above. The starting and ending times of employment in the worksites under the administration of the Employer shall fall between 8:00 a.m. and 5:00 p.m.

unless mutually agreed upon by the Employer and the unit member prior to commencement of the assignment.

4. Seven hour per day unit members who are assigned to work a regular seven and one half (7 1/2) hour duty day shall receive additional payment equal to 1/14 of their placement on the Unit Members' Salary Schedule as compensation for the additional one-half (1/2) hour. The 1/14 payment shall be pro-rated according to how many days of the week a unit member is assigned to work the longer day when compared to the number of days worked.
5. The Employer or unit member may request a modification in the unit member's daily work schedule to meet the professional needs of the office. All requests must have the prior written approval of the Employer or designee. Requests that result in additional time worked shall be compensated by a pro-rata pay or equal time off. The unit member may request either pay or time off. The Employer shall make the final decision regarding the type of compensation.
6. Each unit member shall have a reporting site and final work site assigned. Necessary travel from the reporting site and to the final work site shall be duty time.
 - a) With the exception of unit members who have the same day-to-day assigned site, travel time from a unit member's home to the reporting site or the Humboldt County Office of Education, whichever is the least, and from the final work site or the Humboldt County Office of Education to the unit member's home, whichever is the least, shall not be duty time.
 - b) When an itinerant unit member is assigned to serve a school located one hour or more in one-way travel time from the Humboldt County Office of Education or a mutually agreed upon worksite, a lengthened workday shall be arranged in order to reduce the negative effect of "windshield time" on the services needing to be performed. The unit member shall be compensated for each extended workday in a manner mutually agreed upon between the unit member and his/her immediate supervisor. Reimbursement may include trade time, additional hourly pay, or other options approved by the Employer.
7. The duty day for unit members with part-time daily assignments shall be a pro-ration of the 7 hours, or 8 hours for school psychologists.
8. Units of credit as applied on the salary schedule are semester units from an approved college or university. For conversion requirements, one quarter unit equals two-thirds of a semester credit.
9. Unit members shall advance on the Unit Members' Salary Schedule (Exhibits 1 and 2) at the rate of one step for each year of paid service.

Section 2: Initial Placement of New Unit Members

- A. Initial Placement, Reporting and Review Process. The Personnel Department shall place new unit members on the Unit Member Salary Schedule in accordance with the provisions of this section. The Association President or his/her designee shall be notified in writing of all new member placements.

Upon request of any new unit member or the Association, an initial placement committee composed of three (3) unit members chosen by the Association and two (2) Employer administration members appointed by the Superintendent or his/her designee, shall review the appropriateness of column and step placement of all new unit members. In reviewing the placement decision, the Employer shall consider the recommendations of the committee.

- B. Initial Column Placement. The committee shall review and approve units for consideration of initial column placement. Approval shall not be granted for units that do not relate to the service function of the individual unit member. Units may not be credited more than once for any course except those courses that are taken as a series (for example, courses designated as Education 223(a), 223(b), etc.)

Column placement for unit members shall be determined by applying the one alternative listed below which provides the most favorable column placement for the unit member.

1. Column placement shall be determined by the number of approved semester units earned after the Bachelor's degree;
2. Column placement shall be determined by the number of semester units earned after the first clear credential.

C. Initial Step Placement

1. Unit members shall be allowed one year's experience credit on the salary schedule for each year of full time non-administrative certificated service providing at least 75% of the number of days in which school was in session was served. Beginning in 2016-17, new unit members shall be limited to 12 years previous service credit upon initial placement; thirteen (13) years in 2017-18; fourteen(14) years in 2018-19; and fifteen (15) years in 2019/20. Years in which less than 75% of the days were served cannot be accumulated for purposes of schedule placement.
2. One year's experience credit on the salary schedule shall be granted for each year of professional full time paid work experience in a field of employment directly related to the service function of the unit member. Full time work is defined as a minimum of 1560 hours of paid employment in any 12 month period. For the purposes of schedule placement, hours of experience cannot be accumulated from one twelve month period to another, but may be accumulated within a twelve month period if paid experience was for more than one employer. Previous years of paid employment will be allowed for placement purposes in a similar incremental manner as allowed for certificated service described in C1.

Section 3: Release Time

There shall be twenty-one (21) hours of release time each school year for the Glen Paul unit members as well as for unit members serving in off-site Special Day Classes who do not have minimum day opportunities during the instructional school year. This release time shall be used for individual staff development and instructional planning to include IEP preparation, parent-teacher conferences, curriculum development and assessment. The scheduling of release time shall be mutually determined by the immediate supervisor and the affected unit member.

Section 4: Calendar

On or before January 2 of each year, the Association will be requested to provide input on the proposed Glen Paul School pupil attendance calendar for the following school year, including recommendations for starting and ending dates and in-service days.

Section 5: Stipend for Coordinating Responsibilities

The Employer may annually assign unit member(s) coordinating duties. Such unit member(s) assigned coordinating responsibilities shall receive payment equal to 7% of the Unit Members' Salary Schedule 1's base salary (A-1), prorated for FTE, as compensation for the additional duties and responsibilities. The school psychologist salary schedule reflects this addition for each step and column due to the position responsibilities.

Section 6: Longevity Stipend

After 20 years of service with the Employer, a unit member shall be eligible to receive an annual longevity stipend equal to 3.0 (three) percent of the member's base salary placement on the salary schedule. After 25 years of service with the Employer, a unit member shall be eligible to receive an annual longevity stipend equal to 6 (Six) percent of the member's base salary placement on the salary schedule. After 30 years of service with the Employer, a unit member shall be eligible to receive an annual longevity stipend equal to 8 (eight) percent of the member's base salary placement on the salary schedule. The longevity stipend shall not be cumulative.

Unlike seniority, longevity includes all regular, non-substitute, paid service with the Employer, regardless of job classification.

ARTICLE 4 PROFESSIONAL GROWTH

Section 1: Professional Growth Committee

The Personnel Director shall review the units earned by unit members for salary schedule purposes according to the provisions of this Article and approve or deny such units. The Unit Member may appeal a denial of unit credit as provided in Paragraph H, below, within 21 days of receipt of the decision by the Personnel Director.

Salary schedule credit shall be granted for units earned beyond the Bachelor's degree and from an accredited college or university. Approval shall not be granted for:

1. Units that do not relate to the service function of the individual unit member;
2. Units earned during the regular paid workday;
3. Units where the costs have been paid by the Employer;
4. More than 15 semester units earned in a single fiscal year.

Section 2: Application for Advancement

- A. Unit members should submit a Request for Professional Growth Recognition form and obtain the Personnel Director's approval prior to taking any training/coursework for unit credit. Failure to receive prior approval may result in the unit member spending unnecessary time taking a course that does not meet the standards of approval and thus cannot qualify for unit credit. Forms are available online.
- B. Unit members shall submit to the Personnel Director documentation of completion of coursework/training no later than October 15 in order to receive salary credit in that school year.
- C. Approved units may be accumulated from year-to-year until sufficient units have been earned for a column change.
- D. Once a unit member advances to Step 16 on Column E, he/she shall be eligible to earn \$100 for each unit of credit completed and approved by the Personnel Director up to a maximum of 15 units (or a \$1500.00 maximum additional add-on to the base salary per year pro-rated for less than full time service). No coursework, workshop or seminar participation prior to July 1, 2005 shall count towards this extended professional growth salary augmentation.

Section 3: Non-unit credit workshops

- A. Two-thirds of one semester unit of credit towards column change on the unit member's salary schedule may be granted for each 15 hours of attendance at a non-unit credit workshop related to the service function of the individual unit member.

- B. In the case of a workshop of less than 15 hours in length, hours may be accumulated until 15 total hours of attendance have accrued.
- C. All time lines and requirements specified in Section 2 shall apply to non-unit credit courses.
- D. Proof of completion may be a letter from the instructor or an official certificate of completion.
- E. Attendance criteria:
 - 1. Types of non-unit credit workshops/courses for which professional growth credit may be earned are:
 - a. Courses taken that are required to obtain or renew state licenses or credentials relevant to their position, for which only CEU's are granted.
 - b. Conference related to the work function of the unit member, that are non-paid work days and for which neither the expenses nor travel are reimbursed by the Employer. If college credit is available, the unit member must opt for college credit.
 - c. Appropriate courses (as defined in Article 4, Section 1) offered by county offices, accredited colleges and universities, adult education programs, agencies, industrial or commercial manufacturers.
 - 2. Types of activities specifically excluded are:
 - a. Service on committees.
 - b. Visitations to other classrooms or programs.
 - c. Travel and/or other cultural enrichment activities.
 - d. Self-paced programs and personal enrichment seminars.
 - 3. Other criteria:

The 15 hours of attendance must be completed within two (2) consecutive years beginning with the first hour of attendance in order to receive the two-thirds semester unit of credit.
- F. Written approval of the immediate supervisor must be obtained prior to taking the course for credit.
- G. In the event the immediate supervisor declines to grant approval of the course, an appeal may be made to the Personnel Director. Such an appeal, and the written approval of the Personnel Director must be obtained prior to taking the course for credit.
- H. In the event that a Request for Professional Growth Recognition is denied by the Personnel Director and the employee appeals the decision, an Ad Hoc Committee, comprised of three (3) unit members, chosen by the Association, and two (2) members, chosen by the Employer, shall review the Appeal and make final determination within 21 days of the Appeal being filed.

ARTICLE 5 HEALTH AND WELFARE BENEFITS

Section 1: Coverage for Full-time Unit Members

Continuing July 1, 2021, the Employer's ongoing contribution towards the cost of medical, dental and vision benefits per full-time unit member shall be \$1,316.00 per month (average), \$15, 792.00 per year.

Starting July 1, 2021, the bargaining unit has selected for full-time employees the medical tiered rate plans through NCSMIG-JPA

For the 2021-2022 and 2022-2023 school years, the Employer shall pay the full-time unit member's share of the health and welfare benefit premium for the NCSMIG JPA Oak Tiered Medical Plan, Dental Plan D-20, and Visio Plan C-5.

Employees have the option to select another medical plan by completing the appropriate forms with the JPA during the open enrollment period and paying the difference in premium due, if any, above the Employer's contribution.

Any amount in excess of the Employer's level of contribution required for full premium payment shall be deducted from the salary of bargaining unit members and may be paid through an IRC 125 plan established by the Employer upon written request of the bargaining unit member to the third party administrator. These payments shall be deducted from the bargaining unit member's paycheck in equal monthly amounts spread across the total number of regular paychecks the bargaining unit member receives in a year.

Should the Unit desire a change in plan(s) and/or carriers, the unit shall notify the Employer of its choice of dental and vision plans for the in writing by May 15.

Section 2: Part-time Unit Member Coverage

Part-time unit members and their eligible dependents shall be provided the above programs twelve months per year, but the Employer shall contribute only that portion of the premium costs which is commensurate with the part-time unit member's pro-rated assignment.

Section 3: Participation by New Unit Members

New unit members and their dependents, eligible for coverage as outlined above, will be covered by these programs from the first day of the calendar month succeeding the start of employment.

Section 4: Benefit Payments Upon Termination

When terminated, health and welfare benefits coverage for the unit member and dependents shall extend to the last day of the calendar month in which the final day of paid service was rendered.

Section 5: Release Time for Attendance at NCSMIG Meetings

For the term of this agreement, one bargaining unit member shall be released from duty for the purpose of attending North Coast Medical Insurance Group board meetings.

Section 6: Health Benefits Upon Retirement

Upon full retirement, a retired unit member may elect to continue his/her participation in the same health benefit program(s) in which active unit members are participating provided he/she pays the cost of premiums.

ARTICLE 6 LEAVES

Section 1: Definition of Immediate Family

The immediate family is defined as the mother, father, grandmother, grandfather or a grandchild of the unit member or spouse/registered domestic partner of the unit member, and the spouse/registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any relative living in the immediate household of the unit member, or those relatives by birth or adoption for whom the employee is considered to be the "next of kin," or those relatives by birth or adoption who are not next of kin, but over whom the employee has assumed primary care/oversight responsibility.

Section 2: Bereavement Leave (Paid Leave)

Unit members shall be granted a leave with full pay in the event of the death of any member of the unit member's immediate family. The leave may be granted for not more than five (5) days upon request of the unit member.

Section 3: Sick Leave (Paid Leave)

- A. Full time unit members shall be entitled to thirteen (13) days of paid leave of absence for illness or injury for each school year of service. Part time unit members shall be entitled to a prorated amount of leave. Unused sick leave shall be accumulated from year-to-year.
- B. The appropriate amount of sick leave shall be advanced to the unit member at the beginning of the school year. Credit for sick leave need not be accrued prior to taking such leave providing service is rendered in full as stated in the unit member's contract during the entire school year. If the unit member is separated from employment without completion of the terms of contract, excess sick leave utilized beyond that which was earned shall be deducted from the final pay warrant commensurate with the unit member's daily rate.
- C. Pay for any day of such absence shall be the same as the pay that would have been received had the unit member served during the day of absence.

Section 4: Pregnancy Leave (Paid and/or Unpaid Leave)

Absences necessitated by pregnancy, complications thereof, childbirth and post- partum recovery qualify for sick leave usage, so long as the unit member is off work under the written instructions of her physician. A copy of such instructions shall be provided to the Employer and shall specify the anticipated delivery date, the last date the unit member may safely perform her duties, and the estimated period of recovery following childbirth. Pregnant unit members shall keep the Employer currently informed about anticipated absence dates around childbirth. The unit member shall provide the Employer with a written statement from her physician when she may safely return to work. Unpaid leave of absence for childrearing purposes, following recovery from childbirth, may be available under Family Leave and must be applied for separately.

Section 5: Paid Parental Leave

Absences due to birth of employees' child or adoption of child by employee or placement of foster child with an employee qualify for Paid Parental Leave. Up to 12 work weeks of paid time off is available to an employee if the employee elects to use available sick leave. If available sick leave runs out before the 12 week period, and employee may be granted extended sick leave (differential). All available sick leave and vacation must be exhausted before differential can be accessed. An employee may elect to use only part of their sick leave to remain in paid status during the 12 weeks which would result in the remainder of the 12 weeks as unpaid.

During an approved leave the employee shall be entitled to continue all medical insurance coverage (health, dental and vision) on the same terms and conditions of employment had continued in active status. Employees on this leave return to their former position and department, subject to reassignment and transfer on the same basis as other unit members. Leave under California Family rights Act and Family Medical leave run concurrently for a maximum of 12 workweeks in any 12 month period.

Section 6: Family Leave (No Salary but Fringe Benefits Maintained)

In addition to other appropriate paid leave available herein, and subject to the limitations listed below, unit members shall be granted unpaid leaves of absence for childrearing purposes upon the birth or adoption of a child, to care for a child who is seriously ill, and/or to care for a member of the unit member's immediate family who has a serious health condition. The annual Family Leave entitlement is twelve (12) work weeks in any twelve (12) month period. Before family leave can be taken, the unit member shall have exhausted all available personal necessity leave.

The Employer will not be obligated to grant the leave request if one or more of the following conditions exist:

- a) The unit member has previously taken family leave for a period totaling twelve workweeks or longer during the previous twelve months;
- b) Where reasonable advance notice has not been provided, yet it was possible for the unit member to do so because of the foreseeable nature of the medical condition and/or treatment program;
- c) If the spouse of the unit member is unemployed or taking family leave and is therefore available to care for the child or parent;
- d) If there would be an undue hardship on the Employer, such as when a qualified substitute is not available; and/or
- e) If the unit member has not yet completed one year of employment with the Employer.

Section 7: Catastrophic Leave I (Paid Leave)

A unit member may elect to use up to forty-seven (47) days of accrued sick leave to provide necessary care for a member of the immediate family who is suffering from a life threatening illness. Verification of the family member's status shall be required before approval of the leave. If the unit member elects to apply for catastrophic leave benefits, any days used may, at the Employer's discretion, be counted towards the twelve workweeks leave referred to under "Family Leave," paragraph 3, section (a) above. Catastrophic Leave I shall be in addition to the benefits provided under Personal Necessity Leave.

Section 8: Industrial Accident or Illness Leave (Paid Leave)

In addition to any other benefits that a unit member may be entitled to under the Workers' Compensation laws of this state, unit members shall be entitled to the following benefits:

1. A unit member suffering an injury or illness arising out of and in the course and scope of his/her employment shall be entitled to a paid leave of up to sixty (60) days in any one fiscal year for the same accident or illness. Approved Industrial Accident or Illness Leave is not deducted from a unit member's regular sick leave bank.

This leave shall not be accumulated from year-to-year, and when any leave will overlap a fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.

2. Payment for salary lost on any day shall not, when added to an award granted the unit member under the Workers' Compensation laws of this state, exceed the unit member's regular salary.
3. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, the unit member is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only that portion of his/her accumulated and available sick leave which when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
4. When a unit member on industrial accident or illness leave is able to return to work, he/she shall be reinstated in his/her position without loss of pay or benefits.

Section 9: Court Duty (Paid Leave)

Unit members shall be entitled to paid leave for any workday or portion thereof lost due to required court service as a juror or subpoenaed witness. The unit member shall endorse and deliver to the Employer any court service fees received. Any meal, mileage and/or parking allowance provided the unit member for jury duty shall not be considered a "court service fee" and shall be retained by the unit member. In all cases of jury duty summons, the Employer reserves the right to declare that a business necessity exists and may submit a waiver or extension of said jury service pursuant to such declaration.

Section 10: Educational Leave (Unpaid Leave)

A unit member who has served at least 5 years with the Humboldt County Office of Education may apply for an educational leave for the purpose of pursuing further education and/or training to enhance his/her knowledge, skills, and abilities. Unit members shall submit a letter requesting a leave prior to May 1 for a leave proposed to begin fall semester, and by December 1 for a leave to begin spring semester. Such leaves shall be granted once in a career of a staff member providing a qualified temporary employee can be found to replace the unit member as may be needed during the leave period. The unit member may continue to participate in the health benefits program on an employee-paid basis during the leave. Renewals of educational leave shall be at the discretion of the Superintendent.

Section 11: Sabbatical Leave (Partially Paid Leave)

- A. Eligibility- A sabbatical leave may be granted to a unit member who has rendered full-time service with the Employer for seven (7) consecutive years immediately preceding the year for which the leave is awarded. An approved leave of absence shall neither interrupt nor count toward the seven consecutive year's requirement.

Sabbatical leave may be awarded only for the purpose of:

1. Enrollment at an accredited college or university
 2. Travel
 3. Independent study
 4. Or a combination of the above.
- B. Application—Written application for sabbatical leave shall be submitted to the Employer on an Employer-prepared form not later than February 1, immediately preceding the school year for which leave is requested.

Applications shall include at least one of the following:

1. A plan of college or university coursework of not less than eight semester units per semester, or the equivalent;
 2. A plan of travel and study relating to the professional growth of the applicant;
 3. A detailed plan for independent research and study relating to present or prospective professional service.
- C. Review and Decision—All applications shall be reviewed by the Professional Growth Committee. The committee shall consider the following criteria:
1. Previous applications
 2. Seniority
 3. Special needs of the Employer
 4. Impact on students
 5. Impact on overall Employer programs and services
 6. Impact on applicant
 7. Financial impact

The Employer shall consider the recommendations of the committee in making the final decision. The Employer will notify the applicant and the Professional Growth Committee in writing stating the decision and the reason(s) for the decision.

- D. Agreement—The approved application shall constitute an agreement between the unit member and the Employer. The agreement will specify all terms and conditions of the leave including:

1. Length
2. Remuneration rate, method and bonding
3. Progress reports
4. Documentation
5. Final product/report

- E. Length of Leave—Sabbatical leave will be awarded in increments of one-half year. If, during the leave, a unit member is to be enrolled in a college or university operated on a quarter system, the leave may be adjusted to coincide with the period of study at the institution concerned.
- F. Remuneration—Remuneration will consist of one-half of the regular salary that the unit member was entitled to at the time the leave began. If any remuneration is received from other sources by the unit member during sabbatical leave the amount of compensation under the terms of the sabbatical, when combined with other compensation earned while on leave, shall not exceed one-half of the regular salary the unit member would have received if the sabbatical leave had not been awarded.

Applicants who desire to receive a salary allowance during sabbatical leave must furnish a suitable bond indemnifying the Employer for any salary paid during the period of the sabbatical leave. In the event the unit member fails to complete the terms or conditions of the sabbatical agreement, the unit member shall forfeit the bond.

A unit member on sabbatical leave shall receive the same health and welfare benefits that he/she would receive if not on sabbatical leave.

Section 12: Military Leave (Unpaid Leave)

A unit member shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

Section 13: Personal Necessity Leave (Paid Leave)

Thirteen (13) days of leave of absence for illness or injury per year may be used by a unit member, at his or her election, in cases of personal necessity.

Personal necessity leave may be taken for any of the following reasons:

1. Death or serious illness of a member of the unit member's immediate family when additional leave is required beyond that provided by Bereavement Leave.
2. Accident or illness involving the unit member's person or property, or the person or property of a member of his/her immediate family.
3. Subpoenaed appearance in any court or before any administrative tribunal as a litigant party or witness.

4. Special circumstances approved by the Employer.

The unit member shall notify his/her immediate supervisor and complete HCOE Employee Leave Request Form as soon as possible after returning to work, with the exception of #3 and #4 above which shall require prior notification and advanced approval by the Employer.

Section 14: Compelling Personal Importance Leave (Paid Leave)

Two days of accrued sick leave may be granted to the unit member for a matter of compelling personal importance. When possible, unit members will provide advanced notification of the need for leave. When certifying that the leave is for “compelling personal importance,” the unit member is certifying all the following to be true:

1. The leave is needed for a reason that the unit member cannot reasonably be expected to disregard; and
2. Which requires the immediate attention of the unit member; and
3. Which cannot be taken care of during off duty hours, on weekends, or on other non-duty days.

Section 15: Catastrophic Leave II (Paid Leave)

- A. Catastrophic Leave is available for the purpose of assisting participating employees to remain longer on paid status during periods of necessary separation from work after all other appropriate sick leave, family leave, industrial accident and illness leave, and Worker’s Compensation benefits have been exhausted. This leave is limited to the terms, conditions and purposes specified herein.
- B. An employee may be eligible to receive Catastrophic Leave benefits for the following reasons:
 1. To recover from an accident or illness to the employee, whether or not it is work related, with certification from a physician that the employee cannot return to work.
 2. To care for a member of the immediate family who is suffering with a life threatening illness when such care cannot reasonably be provided by someone else. (A physician’s statement is required to verify patient’s condition and a reasonable explanation of the need to provide care may be requested before leave is granted.)
- C. Each employee may voluntarily contribute to the Catastrophic Illness Leave bank. Only those who have contributed to the bank are eligible to draw from the bank. Contributions must be renewed annually in order to maintain eligibility except:
 1. If an individual’s sick leave is exhausted and he/she is drawing from the bank, he/she shall not be required to contribute in that year in order to continue to receive benefits.
 2. If an employee, who donated to the bank in the preceding year and was thus eligible to

participate in its benefits, cannot report to work at the beginning of any new school year due to approved medical reasons, the employee shall not be required to donate a day from the new allocation of sick leave in order to be eligible to apply for catastrophic leave benefits after exhaustion of that new sick leave allocation.

- D. The annual rate of contribution by each participating employee for each school year shall be one (1) day of sick leave.
- E. Contributions to the leave bank become the property of the pool, even if not utilized, and can only be withdrawn under the terms and conditions of this Article. A donation to the bank shall not be considered a donation to a specific unit member for his/her exclusive use.
- F. The Employer shall notify new probationary employees of the opportunity to donate at the time of hire. New employees will have 30 days after starting employment with the Employer to donate in order to be eligible to participate in that year. Regular, continuing personnel will have thirty days from the start of each academic year to indicate their participation for that current year.
- G. An individual may qualify for a withdrawal from the bank for a maximum of 40 days.
- H. The leave bank shall be considered self-contained and limited by the employee contributions received and accrued over time. There shall be no catastrophic leave awarded, nor any obligation to provide such leave, when all days in the bank have been exhausted.
- I. In October of each year, participating employees shall receive notice of how many days have been contributed and accrued to the bank and how many days have been used since the last reporting. No confidential personal information will be disclosed, however, in this report to the participants.
- J. In the event the leave bank accrues 160 days, no further annual contributions from ongoing participants will be required in order to sustain their eligibility to draw from the bank. Voluntary deposits to the bank shall not be requested again until a draw from the bank is made and the total days accrued falls below 160. In such event, employees will be requested to re-enroll during the next regular 30-day window period for participation as described above.
 - 1. New members may continue to join even if the accrued amount of days in the bank reaches 160.
 - 2. Continuing regular employees may initiate (or restart) their bank eligibility during the next window period for contributions regardless of the number of days accrued in the bank.
- K. If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the bank shall be returned to the then current participant pool proportionately.
- L. Days contributed toward the bank shall be the same whether or not the unit member is full or

part time. Withdrawals from the bank shall be pro-rated only if the employee serves part time on a daily basis; otherwise, withdrawals shall be in full day increments as they were contributed.

Section 16: General Leaves

A leave of absence may be granted to a unit member on a paid or unpaid basis. Prior to acting upon any request for a general leave, the Employer will confer with the Association to consider the:

1. Impact on students
2. Impact on overall services and programs
3. Financial impact
4. Impact on applicant

Section 17: Continuity of Service

No absence under any paid leave provision of this Article shall be considered as a break in service for any unit member who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue during such absence.

Unit members who are on an approved leave of absence shall notify the Employer by May 15 whether or not they intend to return from leave for the following school year.

Unit members on approved unpaid leaves may continue to participate in the health and welfare benefits program(s) if the premium(s) are paid by the unit member.

Upon expiration of the leave, the returning unit member's placement shall be in compliance with specified areas of competence as defined by credentials held by the unit member.

ARTICLE 7 EARLY RETIREMENT PROGRAMS

Section 1: General Provisions

- A. Eligibility: The eligibility requirements vary for each early retirement program option described in this article. Unit members considering retirement are advised to contact the Personnel Department if there exists a need to verify their individual eligibility to participate.
- B. Applicants must have attained the age of 55 but shall not have reached their 65th birthday at the time of entry.

- C. Applicants who desire to seek early retirement shall submit their letter of request prior to March 1 of the school year preceding the effective date of retirement or proposed reduced workload option. If the letter is for full retirement, the letter must specify the effective date of retirement under STRS. If the request is for reduced workload, the employee shall indicate the desired length of participation in the program prior to full retirement under STRS.
- D. Unit members may participate in only one of the early retirement program options described under section 2 of this article.
- E. All unit members are eligible to apply for consideration under the STRS Reduced Workload Program (see Section 3 below) irrespective of their choice for early retirement participation under Section 2 of this article.

Section 2: Early Retirement Options

A. Program Number One: Retirement with Benefits or STRS Golden Handshake.

- 1. Early Retirement Option Number One is available only to unit members employed in a certificated position with the Humboldt County Office of Education as of June 30, 1998, who remained continuously employed thereafter, and who meet all other applicable criteria.
- 2. The Employer shall provide to eligible unit members retiring prior to the age of sixty-five (65) health and welfare benefits as provided active unit members as described in Article 5 of this Agreement according to the qualifications, conditions and imitations described in this section.
- 3. In order to receive full coverage, the retiring unit member must have:
 - a) provided a minimum of ten (10) years continuous full time certificated service with the Employer immediately preceding the date of entry into the program or
 - b) been legally entitled to 1.0 FTE status on the certificated seniority roster for the academic year in which the date of retirement is to take effect and had previously served ten years continuous full time certificated service during his/her employment with the Employer; and
 - c) received full Employer-paid benefits during the 12 calendar months immediately preceding the effective date of the retirement.
- 4. In order to receive prorated coverage, the retiring unit member must have:
 - a) provided the equivalent of ten (10) years continuous full time certificated service with the Humboldt County Office of Education during his/her employment; and

- b) received full or part-time Employer-paid benefits during the 12 calendar months immediately preceding the effective date of the retirement.

The pro-ration of Employer-paid benefits after retirement shall be based on the average annual certificated service rendered HCOE since the employee's first year of regular, non-substitute employment.

5. The health and welfare benefits for the retiree shall be for a period of time not to exceed ten (10) years, until the former unit member reaches the age of eligibility for Medicare participation based upon Health Care Financing Administration (HCFA) regulations (irrespective of the member's actual participation), or until death, whichever occurs first.
 6. Commencing July 1, 2009, the retiree's monthly contribution to the health and welfare benefit insurance premiums, if any, shall be the same dollar amount as the active employees' portion of the plan elected by the retiree, unless and until a subsequent agreement between the parties to this Agreement is entered into which establishes a different level of contribution.
 7. If at any time a retiree is required to make a monthly co-payment of premiums, and if the retiree fails to pay his/her share of premiums by the fifteenth of the month in which the payment is due, his/her benefits shall be discontinued.
 8. Should a unit member not wish to take the retirement with benefits, he/she may opt for an annual deposit into a Health Reimbursement Arrangement (HRA) of \$4,000 per year during the same time period as described in paragraph 5 above. The unit member must provide evidence of alternative health coverage in order to select this option. Once a retiree selects this HRA option, the retiree shall not be permitted to re-enroll in the health benefit program on an Employer-paid basis. The \$4,000 deposit into a HRA shall be pro-rated pursuant to paragraph 4 above in the case of part-time unit members.
 9. In lieu of post-retirement benefits a unit member may apply to participate in the STRS "Golden Handshake Program." This program shall be made available to unit members who meet all eligibility and other legal requirements, providing the program is offered under the STRS retirement system. This program provides the retiree an enhanced monthly benefit annuity as a result of the Employer purchasing additional service credit at the time of the unit member's retirement, per Education Code Sections 22714 and 44929. The Employer shall establish the window period(s) for applications pursuant to STRS regulations.
- B. Program Number Two: Retirement with Optional Deposit to HRA or Benefits Purchase. Program Number Two is available only for unit members whose first day of regular, non-substitute, and continuous certificated service with the Office occurred between July 1, 1998 and June 30, 2001.

1. For all eligible unit members, an amount not to exceed \$20,000 will be deposited into a HRA, or will be applied towards the purchase of continued health and welfare benefits after his/her last date of active service. The fund amount shall be pro-rated for part-time unit members as defined. The amount received by the retiree in the form of a deposit into a HRA or in the purchase of continued health and welfare benefits shall not be used by STRS in the calculation of his/her retirement annuity.
 2. In order to receive the full amount, the retiring unit member must have:
 - a) provided a minimum of ten (10) years continuous full time certificated service with the Humboldt County Office of Education immediately preceding the date of retirement; or
 - b) been legally entitled to 1.0 FTE status on the certificated seniority roster for the academic year in which the date of retirement is to take effect and had previously served ten (10) years continuous full time certificated service during his/her employment with the Office.
 3. In order to receive a prorated amount, the retiring unit member must have provided the equivalent of ten (10) years continuous full time certificated service with the Humboldt County Office of Education during his/her employment. The pro-ration of the amount available to the retiree shall be based on the average annual certificated service rendered HCOE since the employee's first year of regular, non-substitute employment.
 4. In order for the unit member to be able to opt for the purchase of benefits after retirement, he/she must have been previously covered during the twelve (12) calendar months immediately preceding the date of retirement.
- C. Program Number Three: Retirement with Optional Deposit to HRA or Benefits Purchase. Program Number Three is available only for unit members whose first day of regular, non-substitute, and continuous certificated service with the Office occurred after July 1, 2001.
1. For all eligible unit members, an amount not to exceed \$25,000 will be deposited into a HRA, or will be applied towards the purchase of continued health and welfare benefits after his/her last date of active service. The fund amount shall be pro-rated for part-time unit members as defined. If the unit member chooses a deposit into a HRA or chooses to have the amount applied towards the purchase of continued health benefits, these amounts shall not be used by STRS in the calculation of his/her retirement annuity.
 2. In order to receive the full amount, the retiring unit member must have:
 - a) provided a minimum of twenty(20) years continuous full time certificated service with the Employer immediately preceding the date of retirement; or
 - b) been legally entitled to 1.0 FTE status on the seniority roster for the academic year

in which the date of retirement is to take effect and had previously served twenty (20) years continuous full time regular, non-substitute service during his/her employment with the Employer.

3. In order to receive a prorated amount, the retiring unit member must have provided the equivalent of twenty (20) years continuous full time certificated service with the Employer during his/her employment. The pro-ration of the amount available to the retiree shall be based on the average annual certificated service rendered HCOE since the employee's first year of certificated employment.
4. In order for the unit member to be able to opt for the purchase of benefits after retirement, he/she must have been previously covered during the twelve (12) calendar months immediately preceding the date of retirement.

Section 3. Reduced Workload Prior to Final Retirement

- A. A unit member may apply for consideration to reduce his or her workload from full-time to part-time duties, and receive the service credit for retirement that the unit member would receive if the unit member was employed on a full-time basis and have his or her retirement allowance, as well as other benefits that the unit member is entitled to as a member of STRS, based upon the salary that the unit member would have received if employed on a full-time basis.
- B. The regulations for this program shall be the following:
 1. Final approval of the request to participate in the reduced workload option shall be at the discretion of the Employer in response to a request of a unit member. Once in the program, participation can be revoked only with the mutual consent of the Employer and the unit member.
 2. The unit member shall have been employed full-time in a position requiring membership in STRS for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
 3. During the period immediately preceding a request for reduction in workload, the unit member shall have been employed full time in a position requiring membership in STRS for a total of at least five (5) years without a break in service. For purposes of this section, sabbaticals and other approved leave of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five (5) year full time service requirement.
 4. The unit member shall have reached the age of fifty-five (55) prior to reduction in workload.
 5. The period of part-time employment shall not exceed ten (10) years.

6. The minimum part-time employment shall be no less than the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
7. The unit member shall be paid a salary that is the pro rata share of the salary the unit member would be earning had he or she not elected to exercise the option of part-time employment.
8. Prior to the reduction of a unit member's workload under this section, the Employer, in conjunction with the administrative staff of STRS, shall verify the eligibility of the unit member for the reduced workload program.
9. The unit member shall contribute to the STRS the amount that would have been contributed had the unit member been employed full-time.
10. The Employer shall contribute to the STRS an amount based upon the salary that would have been paid to the unit member had the unit member been employed full-time.
11. The Employer shall maintain the necessary records to separately identify each unit member receiving credit pursuant to this section.
12. While participating in this program, the unit member will be entitled to receive the same level of Employer-paid health and welfare benefits as their full time unit member colleagues are receiving during the same time.

ARTICLE 8 GRIEVANCE PROCEDURES

Section 1: Definitions

- A. A "grievance" is a written allegation that there has been a misinterpretation, misapplication or violation of a term or terms of this Agreement.
- B. A "grievant" is the person or persons, including the Association, making the allegation.
- C. A "day" is a unit member's duty day scheduled by the official school calendar of the Humboldt County Office of Education, unless otherwise defined in this Agreement.
- D. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant. The immediate supervisor for a grievance filed by the Association is the Superintendent or his/her designee.

Section 2: General Provisions

- A. All time limits shall be shortened or extended upon the mutual agreement of the parties involved. Time limits shall be computed by excluding the day communications are received and including the last day. All documents or decisions required to be presented shall be served personally or by first class mail, return receipt requested, to an address designated for service receipt upon the grievance form.
- B. Grievants may be represented or accompanied at all stages of this procedure by a person of the grievant's choosing.
- C. All required meetings or proceedings shall be held at convenient times with preference given to times other than those when classes are in session. If a grievance meeting or proceeding takes place while classes are in session, any unit member who is a participant shall be granted release time.
- D. All documents, communications, decisions, exhibits and all other records acquired through the exercise of this grievance process shall be maintained by the Employer in separate and consecutively numbered files. No such records shall be placed in a unit member's personnel file.
- E. The Employer will provide all forms referred to in this Article.
- F. The Employer shall not agree to any resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given a reasonable opportunity to file a response.
- G. If a grievance arises from action or inaction on the part of the Employer at a level above Level 1, the grievant shall commence the grievance at Level 2.

Section 3: Process

- A. Level 1: Within forty (40) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate form to the immediate supervisor.

The form shall include a clear, concise statement of the grievance, stating the specific section(s) of this Agreement alleged to have been violated, the circumstances involved, an address for service of papers by mail, and the remedy sought.

The immediate supervisor shall make a decision in writing within ten (10) days after receiving the grievance and then communicate the decision together with reasons to the grievant.

Within the above time limits, the grievant and the immediate supervisor shall have a personal conference.

- B. Level 2: If the grievant is not satisfied with the decision at Level 1, or if no decision is rendered within the required time period, within ten (10) days an appeal may be filed with the Superintendent or his/her designee using an appropriate form.

The appeal form shall include a copy of the original grievance, all decisions rendered, supporting documents, and a concise statement made by the grievant explaining the reasons for the appeal and the remedy sought.

The Superintendent or his/her designee shall make a decision in writing within ten (10) days and then communicate the decision and the rationale to the grievant.

Within the above time limits, either the grievant or the Superintendent or his/ her designee may request a conference to discuss the matter personally.

- C. Level 3: If the grievant is not satisfied with the decision rendered at Level 2, or if no response is given within the time period prescribed in Level 2, within ten (10) days the grievant may submit a request in writing on an Employer- prepared form, to the Association requesting arbitration of the grievance. A copy of this request shall be sent to the Employer. The Association shall notify the grievant and the Employer within ten (10) days of its decision. The Association and the Employer shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by "lot."

The fees and expenses of the arbitrator at the hearing shall be borne equally by the Employer and the Association. All other expenses shall be borne by the party incurring them.

The arbitrator shall, as soon as possible, hear evidence and submit a recommendation on the issue submitted to him/her. If the parties cannot agree upon stipulated statement of facts, the arbitrator shall determine the issues by referring to the written grievance, the answers thereto, and the written opinions rendered at each step.

The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules and regulations or procedures of the Employer or the Humboldt County Board of Education. The arbitrator can make an award involving a class of unit members only when a class of unit members are specifically named and are involved in the dispute. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing to all parties, his/her findings, recommendations and/or decisions. The arbitrator's decision(s) will be final and binding on the parties.

No party reviewing the grievance shall have the power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations or procedures of the Employer or the Humboldt County Office of Education.

Issues arising out of the exercise by the Employer of rights under Article 2, Sections 1, 2, and 7, of this Agreement shall not be subject to this grievance procedure.

ARTICLE 9 ASSOCIATION DUES AND PAYROLL DEDUCTIONS

Section 1

The Employer, without charge to the unit member or the Association, shall deduct any Association dues, initiation fees or general assessment charges from the payroll checks of unit members, who, in writing, authorize such deductions.

Section 2

Pursuant to such authorization, the Employer shall deduct one-tenth of such dues from the regular salary warrant of the unit member each month for ten (10) months. Dues, fees or assessments for unit members, who sign such authorizations after the commencement of the school year, shall be pro-rated in amount.

Section 3

The Employer 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.

Section 4

Any revocation of a written authorization shall be submitted in writing, and shall be effective with the next pay period.

Section 5

The Employer shall each month draw its order upon the funds of the Employer in favor of the organization designated by the unit members for an amount equal to the total of the dues deductions made with respect to such organization during the month thereof, and promptly remit the same to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made.

ARTICLE 10

COLLEAGUE MENTORSHIP AND ASSISTANCE (CMA) PROGRAM

Section 1: Purpose

The purpose of the CMA program is to establish a teacher peer assistance and review system as a critical feedback mechanism that allows exemplary teachers to assist other teachers in need of development in subject matter knowledge or teaching strategies, or both.

CMA is established to support teachers in achieving satisfactory teaching performance in the following criteria areas (Education Code Section 44662):

- 1) pupil progress toward the established state content and performance standards;
- 2) instructional techniques and strategies;
- 3) adherence to curricular objectives; and
- 4) establishment and maintenance of a suitable learning environment.

It is the intent of the parties that the emphasis of this program is on professional development, not evaluation of teacher performance. For evaluation, see Article 11.

All proceedings, materials and reports related to CMA shall be maintained with the strictest confidentiality.

Section 2: Joint Committee

The purpose of the Joint Committee is to serve as the governance body for the CMA program.

- A. The Joint Committee shall adopt guidelines for implementing the provisions of this Article. These guidelines shall be consistent with the all other provisions of the Master Agreement and the law, and to the extent that there is an inconsistency with the law, the law shall prevail.
- B. Subject to the provisions of this article, the CMA program shall be a specially funded program within HCOE and the Joint Committee shall develop and manage an annual budget within the funds allocated by the Superintendent.
- C. A copy of the adopted rules and procedures shall be distributed on an annual basis to all bargaining unit members and administrators.
- D. The Joint Committee shall consist of five (5) members that include three (3) members chosen by HCSTA and two (2) administrators appointed by the Superintendent.
- E. The term of service shall be two (2) years for both association and administration members. It is the intent of the parties to have new Committee members on a regular basis, whenever practical.
- F. The Joint Committee shall establish its own internal operating procedures, including the method for selection of a chairperson. The chairperson shall serve a one (1) year term and shall alternate between teachers and administrators.
- G. The Joint Committee shall establish a meeting schedule based on identified need. Such meetings shall normally take place during the regular workday.

- H. A quorum consists of three (3) of the five (5) members of the Joint Committee. Three (3) affirmative votes shall constitute action by the Joint Committee.
- I. The Joint Committee shall approve all trainings and/or training providers for Consulting Teachers and members of the Joint Committee.
- J. The Joint Committee shall be responsible for recruiting, selecting and assigning Consulting Teachers. Written confirmation of participation in the CMA program shall be provided by the Joint Committee to participating teachers, principals, immediate supervisors and Consulting Teachers.
- K. The Joint Committee shall review and approve the initial performance assistance plans and approve related plan expenditures.
- L. The Joint Committee shall approve Final Reports prepared by the Consulting Teachers and forward them to the Superintendent along with its recommendations.
- M. The Joint Committee shall determine the number of Consulting Teachers in any school year subject to such factors as the number of Referred, Voluntary and Beginning teachers and available funds not to exceed the funded amounts allocated. The parties agree that in light of the above mentioned factors the number of participating teachers may vary from year to year. Continuation of the CMA program is subject to Superintendent and Association mutual agreement.
- N. Confidential clerical support shall be provided to the Joint Committee for distributing minutes, typing reports, recommendations, etc., with costs, if any, charged to the CMA program budget.
- O. The Joint Committee shall annually evaluate the impact of the CMA program in order to improve it. The Joint Committee may submit recommendations for improving the program to the Superintendent and the Association for future negotiated changes.
- P. A Joint Committee member shall not be an active Consulting Teacher.

Section 3: Consulting Teachers

The purpose of a Consulting Teacher is to provide assistance to a participating Teacher in the CMA program. The Personnel Director, as directed by the Superintendent, will forward names and unsatisfactory category of CMA candidates to CMA Committee at the beginning of each school year.

A. Qualifications are as follows:

1. Holds an appropriate California teaching credential.
2. Has taught full time for a minimum of five years, preferably for HCOE.
3. Possesses extensive knowledge and demonstrates mastery of subject matter, teaching strategies, instructional techniques and classroom management strategies necessary to meet the needs of pupils in different context.
4. Will complete/has completed CMA or BTSA consultant training or has otherwise

demonstrated expertise in providing collegial mentoring.

5. A teacher may not serve in an administrative position while serving as a Consulting Teacher.
6. In the event an insufficient number of Consulting Teachers from the HCOE are available in any school year, the Joint Committee shall be authorized to select from the pool of qualified certificated teachers serving in local school districts or neighboring county office of education.

B. Consulting Teacher positions shall be filled as follows:

1. A notice of vacancy shall be given to all unit members with five or more years of teaching experience.
2. Applicants shall submit an application form and professional references.
3. Classroom observation to verify skills shall be conducted by a member(s) of the Joint Committee, as appropriate.

C. The term of service for a Consulting Teacher shall be for one (1) year, with a maximum of three (3) consecutive terms. After the third term has been completed, reapplication shall be necessary.

D. Consulting Teachers shall be provided training to offer mentorship assistance and consultation to understand the specific functions of the CMA program.

E. The Consulting Teacher has the right to decline an initial assignment. The assignment may be adjusted at any time, for reasonable cause, by the Joint Committee.

F. The Consulting Teacher shall provide assistance to the Referred Participating Teacher (RPT) for a minimum of one (1) year. Assistance beyond one (1) year shall be based upon progress and benefit as determined by the Joint Committee.

G. A Consulting Teacher provides assistance to RPT in improving instructional performance. This assistance shall typically include observation of participating Teachers during periods of classroom instruction (of not less than 10 hours), demonstrating, conferencing, or referring to other services.

H. The Consulting Teacher shall provide periodic progress reports and a Final Report to the Joint Committee as required.

I. Copies of the Consulting Teacher's reports shall be discussed with the RPT to receive his or her input and signature before they are submitted to the Joint Committee. The participating Teacher's signing of reports does not necessarily mean agreement, but rather that he or she has received a copy of each report.

J. The Consulting Teacher's Final Report shall include an anecdotal record of times met and topics discussed with the RPT. It shall also include a summary of the planned activities which were attempted and completed by the RPT.

K. Compensation for Consulting Teachers shall be as follows:

1. A Consulting Teacher for a RPT shall receive a stipend of \$3,000 for developing an Assistance Plan, conducting teacher observations, and submitting progress and final reports. Additional hours beyond the contract workday may be approved by the Joint Committee and shall be compensated at the rate of \$50.00 per hour. The Joint Committee may also elect to provide release time in lieu of hourly compensation, subject to approval of the Consulting Teacher's immediate supervisor.
2. Except under special circumstances, a Consulting Teacher shall be assigned no more than one RPT in any one year.
3. Consulting Teachers working with voluntary and/or beginning teachers shall be compensated at the rate of \$50.00 per hour for a bank of hours approved by the Joint Committee. A Consulting Teacher may be assigned more than one voluntary or beginning teacher as determined by the Joint Committee.
4. A Resource Professional hired to work with a RPT, voluntary and/or beginning teacher shall be compensated at the rate of \$50.00 per hour for a bank of hours approved by the Joint Committee.

Participating Teachers include in priority order: 1) Referred Participating Teachers, referred herein as "RPT" who have received an unsatisfactory evaluation in one or more of the identified criteria areas of this Article; 2) beginning teachers; 3) voluntary teachers who are seeking to improve their professional skills; and 4) veteran teachers new to HCOE.

Referred Participating Teachers (RPTs)

- A. Participation in CMA is mandated for those referred teachers described in #1 in the preceding paragraph.
- B. The RPT shall be assigned a Consulting Teacher by the Joint Committee.
- C. RPTs have one (1) opportunity to change Consulting Teachers provided this change is made within the first six (6) weeks of entering into the CMA program and is dependent upon the availability other Consulting Teachers. The Joint Committee has the authority to extend this timeline.
- D. The RPT, the Consulting Teacher and the RPT's evaluator shall meet to develop the initial Performance Assistance Plan.
- E. The RPT shall be provided resources for improvement by the Joint Committee as approved in the Plan. Resources may include, but are not limited to, release time, attendance at seminars or conferences, and/or curriculum materials.
- F. The RPT shall be assisted by the Consulting Teacher through a variety of methods including classroom observation, demonstration teaching, and referral to other services.

- G. The RPT and the Consulting Teacher shall meet periodically to review progress.
- H. The RPT shall receive copies of any progress reports and the Final Report.
- I. The RPT shall have the right to submit a written response within ten (10) workdays, and have it attached to the Final Report.
- J. The RPT shall have the right to request a meeting with the Joint Committee, and to be presented at this meeting by the Association representatives of his/ her choice.

Beginning/Voluntary/New to HCOE Teachers

- A. Beginning Teacher is any unit member who is new to the teaching profession and, upon hire, may be referred to the CMA program for one year and will be served based upon funding and Consulting Teacher availability.
- B. A Voluntary Participating Teacher is any unit member who chooses to participate in the CMA Programs process for professional development such as those teachers pursuing professional growth for credential renewal.
 - 1. The Voluntary Participating unit member shall submit a request for participation in the CMA program and a proposal for his/her professional development plan to the Joint Committee by the beginning of the next school year. The request shall include the area(s) targeted for professional development to be completed during the school year. The final assignment of Consulting Teacher is subject to the approval of the Joint Committee.
 - 2. A Voluntary Teacher can terminate participation in CMA at any time during the year.
- C. Veteran teachers new to HCOE may be referred to the CMA program and shall be served for one year based upon funding and Consulting Teacher availability.
 - 1. Participating Teachers (other than RPTs) shall meet with a Consulting Teacher to design a Professional Development Plan. The Consulting Teacher shall meet and discuss attainment of goals with the participating Teacher after each visit. There shall be no other written report required by the Joint Committee for those Consulting Teachers working with Beginning, Voluntary or Veteran Teachers New to HCOE.
 - 2. To the extent funding is available, the Joint Committee shall provide support for implementation of the planned staff development activities for Beginning, Voluntary or Veteran Teachers New to HCOE.
- D. Priority shall be given to those teachers working .5 FTE or more who have been contracted for a minimum of 75% of the school year. No teacher will participate in CMA and BTSA simultaneously.

ARTICLE 11 EVALUATION

Section 1: Evaluation Procedure

- A. Unit members who are employed at least 75% of the days that school is in session shall be evaluated. Unit members employed late in the school year shall be evaluated according to the provisions in this article with necessary adjustments to schedule and observations.
 - 1. Probationary unit members shall be evaluated each year.
 - 2. Permanent unit members who have received a satisfactory evaluation and have not been reassigned to a different program shall be evaluated every other year.
 - 3. Permanent unit members who have received a satisfactory evaluation and have been reassigned to a different program shall be evaluated the first year of the new assignment.
 - 4. Permanent unit members who have been employed at least 10 years with the HCOE, are highly qualified as defined in 20 U.C.S. Sec. 7801 (ESEA), and whose previous evaluation rated the employee as meeting or exceeding standards, shall be formally evaluated every five years if the unit member and the Employer consent to this schedule. The certificated employee or the Employer may withdraw consent at any time.
 - 5. Permanent unit members who have received an unsatisfactory evaluation shall be evaluated each year until the unit member receives a satisfactory evaluation or is no longer employed as a unit member by the employer. Unit members who have received an unsatisfactory evaluation shall also be referred to the CMA Program and follow the established procedures and guidelines regarding unsatisfactory evaluations.
- B. Unit members shall be furnished a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 1 of the year in which the evaluation is to take place.
- C. The evaluator shall be the lowest level administrator who supervises the unit member and who occupies an administrative position that requires an administrative services credential.
- D. The unit member being evaluated and the evaluator shall meet no later than November 1 to discuss:
 - 1. Objectives and standards to be achieved during the evaluation period.
 - a. The objectives and standards shall be based upon the unit member's job description, the criteria provided in part B, above, and shall reasonably relate to the items below:
 - 1. The progress of pupils towards the standards of expected pupil achievement as established by the Board;

2. The instructional techniques and strategies used by the unit member;
 3. The unit member's adherence to curricular objectives;
 4. The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.
2. A schedule of observations, conferences and final evaluation date. In the event of a disagreement over the objectives, standards and/or evaluation schedule:
 - a. The unit member and the evaluator shall make a good faith effort to resolve the differences themselves.
 - b. The unit member shall have the opportunity to state his or her position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

The unit member shall have the right to identify any constraints that the unit member believes may inhibit his or her ability to meet the objectives and standards established.

E. During the course of the evaluation period, circumstances may change which require modification of the original objectives and standards. The unit member or administrator may initiate a change of these objectives and standards in the manner prescribed in D above. Any modification of the original objectives and standards shall have the mutual agreement of the unit member and administrator.

F. The evaluation process shall include the following activities:

1. Observations of the unit member shall last at least thirty (30) minutes; shall ordinarily be two (2) in number, at least one (1) of which shall be made known to the unit member at least two (2) days prior to its occurrence. Observations which may result in a negative evaluation shall be followed by observation conference within five (5) days of the observation. All other observation conferences shall be scheduled at the time of each observation. For unit members employed more than two (2) years and with agreement by both the unit member and the evaluator, the number of observations may be reduced to one (1) in case of obvious satisfactory performance. A unit member who receives a negative evaluation may receive an additional observation, evaluation conference and written evaluation. Such entitlement includes a conference prior to the additional observations.
 - a. Observations may include but not be limited to observing unit members:
 1. During classroom instruction.
 2. Instructing one-to-one with a particular student.
 3. During an assessment activity.
 4. Participating in a job-related parent/school/agency/community meeting or conference.
 5. Conducting an in-service program for other teachers.

2. In the case of negative evaluation(s), the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
 - a. Specific recommendations for improvement.
 - b. Direct assistance to implement such recommendations.
 - c. When necessary, provision of additional resources to be utilized to assist with improvement.
 - d. Techniques to measure improvement.
 - e. Time schedule to monitor progress.
 - f. Referral to the CMA Program, if appropriate.
 3. In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through observations of the unit member and evaluation conferences. Deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not result in a negative evaluation.
- G. A unit member shall not be evaluated on or held accountable for any aspect of the educational program over which the unit member has no authority or which does not fall within the professional duties of the unit member.
- H. In the event that a negative evaluation may be forthcoming, an evaluation conference between the unit member and the evaluator shall be held no later than sixty (60) days prior to the end of the school year to discuss the content of the final evaluation form. The final written evaluation form shall be provided to all unit members no later than thirty (30) days prior to the end of the school year. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached and incorporated into the final evaluation. The final evaluation form shall contain no linear rating scale. The final evaluation comment, if any, shall be "satisfactory" or "unsatisfactory." Those unit members receiving an unsatisfactory rating shall be referred to the CMA Program and follow the established guidelines and procedures unless the unit member has been notified of termination.
- I. Unit members shall not participate in the evaluation(s) of other unit members.
- J. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
1. Standardized test results of pupils, except those that may be required by applicable state and/or federal law.
 2. Achievement of objectives stated in Individual Educational Programs (IEP's) of special education students, except as may be required by applicable state and/or federal law.
 3. The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

ARTICLE 12 PUBLIC CHARGES

Section 1: Disclosure

Administrative staff shall inform persons having a complaint of the procedures outlined in this article.

Section 2: Definitions

- A. A public charge is a written complaint about the unit member's performance made by a student, parent, or citizen.
- B. "Day" shall be a unit member duty day as specified on the adopted calendar.

Section 3: Procedures

- A. Any complaint about a unit member made by a student, parent or citizen that may be used against the unit member shall be reduced to writing, signed by the complainant, and presented to the unit member's immediate supervisor. The immediate supervisor shall deliver (on-site) or mail (off-site location) a copy of the public charge to the unit member within three (3) days of receipt of the public charge.

The complainant's refusal to place the complaint in writing shall be considered as a withdrawal of the complaint, and the complaint shall not be utilized by the Employer in any evaluation or disciplinary action against the unit member.

- B. The unit member shall be afforded the opportunity to draft a written response to the public charge. With prior arrangement and upon request, the unit member shall be granted release time from the duty day when necessary in order to gather appropriate documentation or testimony and to prepare a response to the public charge.

The unit member's response shall be delivered (on-site) or mailed (off-site location) to the immediate supervisor within five (5) days of the unit member's receipt of the public charge.

- C. The immediate supervisor shall schedule a meeting between the unit member and the complainant for the purpose of resolving the complaint. At the request of the unit member, an Association representative may be present at the meeting. The immediate supervisor shall also attend. At the request of the immediate supervisor, an administrative representative may be present. The member of the public may also bring one representative to the meeting of their choosing.

If a resolution of the complaint is reached at the meeting, the immediate supervisor shall provide a written summary of the complaint and resolution to the superintendent and the parties involved within 10 days.

If no resolution is reached at the meeting, the immediate supervisor shall inform the unit member and the complainant of the option to refer the complaint to the Superintendent. If neither the unit member nor the complainant request a referral to the Superintendent, as outlined in Section D below, within 10 days of the meeting, then the matter shall be considered to be resolved and the complaint shall not be subject to reconsideration. The complainant's refusal to attend the meeting shall be considered as a withdrawal of the public charge and the public charge shall not be utilized by the Employer in any evaluation or disciplinary action against the unit member.

- D. If the matter is not resolved at the meeting to the satisfaction of the unit member or the complainant, either may request that the public charge and the unit member's response be referred to the Superintendent within 10 days.
 - 1. Upon referral, the Superintendent shall conduct a hearing to receive information and testimony from the parties regarding the public charge. To conduct the hearing, the Superintendent shall:
 - a. Review all documents regarding the public charge.
 - b. Invite the complainant, a representative of the complainant's choice, the unit member, a representative of the unit member's choice, a representative of the Association's choice, the unit member's immediate supervisor, and an administrative representative (if requested). The parties may invite witnesses to attend for the purpose of providing testimony.
 - c. Take testimony, hear arguments, and permit the cross examination of the parties and witnesses.
 - 2. The Superintendent shall not receive or consider testimony, arguments, or documents from either party or their representatives regarding the public charge after the conclusion of the hearing.
 - 3. Following the hearing and after a review of documents, the Superintendent shall render a decision on the matter and communicate that decision, in writing, to all concerned parties within fifteen (15) days.

Section 4: General Provisions

- A. A public charge is neither a supplement to nor a replacement for the Employer's regular disciplinary process.
- B. Public charges which are withdrawn, shown to be without merit, or are concerned with issues not related to "just cause" dismissals as outlined in the Education Code, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against

the unit member.

- C. The unit member shall have the opportunity to review all documents before they are placed in the unit member's personnel files.
- D. The unit member shall have the right to attach written comments to any documents that are placed in the unit member's personnel file.
- E. Public charges which have been withdrawn or resolved at the Superintendent's level shall not be re-submitted for consideration under the provisions of this article.
- F. No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the procedures outlined in this article have been followed.

ARTICLE 13 SAFETY

Section 1: Safe Working Conditions

- A. Unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety.
- B. The unit member shall call any alleged unsafe or hazardous condition to the attention of the immediate supervisor in writing or by a documented phone call. Upon notification, the Employer shall correct any unsafe or hazardous condition as soon as possible or immediately report the condition to the Occupational Safety and Health Administration, or any other appropriate regulatory agency and the JPA Risk Management Team.
- C. Any unsafe or hazardous working condition shall be determined by the Humboldt County Health Department, Office of the State Architect, County Fire Marshall, or by the Occupational Safety and Health Administration, or similar regulatory agency.
- D. Corrective action of any condition determined to be unsafe or hazardous in C, above, shall be made as required by law or as required by the inspecting regulatory agency.
- E. If the unit member is not satisfied with the Employer's response to section B, above, the unit member may then elect to file a complaint directly with the appropriate regulatory agency.
- F. One copy of any compliance report issued by a regulatory agency and a copy of the Employer's response will be forwarded to the Association president for all matters filed under the provisions of (E) above.

ARTICLE 14

ASSAULT ON UNIT MEMBERS

Section 1

Unit members shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and shall specify that they believe that they were the victim of an assault. The supervisor shall immediately report the incident to the police. Such notification shall immediately be forwarded to the Superintendent. The Superintendent or designee shall comply with any reasonable request from the unit member for non-confidential information in the possession of the Employer relating to the incident or the persons involved.

Section 2

In the event a unit member is assaulted or injured while performing assigned duties, the Employer shall:

1. Replace or repair all damaged clothing and/or personal property up to its reasonable value.
2. Provide up to 10 days of paid leave to recover from the injury incurred, other leave entitlements notwithstanding.
3. Assist the unit member in filing a worker's compensation claim.

Section 3

In the event that a unit member is a civil defendant as a result of an assault occurring solely in the course and scope of the unit member's employment, the Employer shall provide legal defense for the unit member upon the request of the unit member.

ARTICLE 15

SAVINGS PROVISION

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

ARTICLE 16 EFFECT OF AGREEMENT

Section 1

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Employer practices and procedures with which they are in conflict and over conflicting State Laws, only to the extent permitted by State Law. In the absence of specific restrictive provisions in this Agreement, the Employer shall be free to continue, alter, or institute practices or procedures as seen fit, provided, however, that no practice or procedures shall be contrary to law or the terms of this Agreement.

The Association may ask to meet and consult with the Superintendent or his/her designee on proposed changes in district policies, which affect unit members.

Section 2

All unit member contracts shall conform to the terms of this Agreement.

ARTICLE 17 COMPLETION OF MEET AND NEGOTIATE

Section 1: Completion of Negotiation

The term for the Master Agreement shall be effective through June 30, 2023.

The term of this Agreement shall be effective through June 30, 2023. The Parties seek and intend to exchange initial proposals on their subsequent new successor agreement with exchange of initial proposals between January 1 and February 28, 2023, so that public hearing process may be satisfied in order to commence negotiations not later than April 2023

ARTICLE 18
TERM

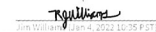
The term of this agreement shall be July 1, 2021 to June 30, 2023.

Michael Davies-Hughes, Superintendent
Humboldt County Office
of Education



Date **12/17/2021**

Brian Graves, Co-President
Jim Williams, Co-President
Humboldt County Schools
Teachers' Association


JIM WILLIAMS


BRIAN GRAVES

Date **01/04/2022**

See link below for all the salary schedules.

<https://hcoe.org/salary-schedules/>