

**AGREEMENT**

**BETWEEN**

**SAN LUIS OBISPO COUNTY SUPERINTENDENT OF SCHOOLS**

**AND**

**SAN LUIS OBISPO COUNTY EDUCATION ASSOCIATION,  
CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION  
ASSOCIATION**

**2018-2021**

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## **ARTICLE I**

### **INTRODUCTION**

- 1.1 This Agreement and the provisions contained herein constitute a bilateral and binding agreement by and between the SAN LUIS OBISPO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "Superintendent" or "Employer") and the SAN LUIS OBISPO COUNTY EDUCATION ASSOCIATION, CTA/NEA, an employee organization, (hereinafter referred to as "Exclusive Representative" or "Association") and pertain to unit members in the bargaining unit (hereinafter referred to as "employees").
- 1.2 This Agreement is entered into pursuant to Sections 3540-3549 of the California Government Code (hereinafter referred to as the "Act").

## **ARTICLE II**

### **RECOGNITION**

2.1 The Employer recognizes the Association as the Exclusive Representative of certificated employees, as specified below:

2.1.1 Included: All Occupational Therapists and non-management certificated employees serving in a position requiring a credential or certification from California Commission on Teacher Credentialing, unless otherwise excluded below.

2.1.2 Excluded: All employees designated by the Employer as management, supervisory, confidential, certificated non-management employees employed for summer school or Extended School Year (ESY) only, Camp Hapitok and substitute teachers.

## ARTICLE III

### SALARY

- 3.1 Effective July 1, 2017, a 1% increase shall be applied to all cells, including the provisional rate, on the certificated salary schedules. (Payment will be made no later than the May 30, 2018 payroll). Effective July 1, 2018, a 1% increase shall be applied to all cells, including the provisional rate, on the certificated salary schedules. Effective July 1, 2019, a 1% increase shall be applied to all cells, including the provisional rate, on the certificated salary schedules. Teachers and therapists shall be compensated per the Teacher/Therapist Salary Schedule [excluding Extended School Year (ESY) and summer school]. Counselor shall be compensated per the Counselor Salary Schedule. Educational Occupational Therapists shall be compensated per the Teacher/Therapist Salary Schedule (excluding ESY and summer school). State Preschool and First Five Preschool teachers shall be compensated per the attached State Preschool and First Five Preschool Salary Schedules (See Appendices A1-A4). ESY and summer school pay shall be based on the preceding school year salary schedule.

#### **Salary Schedules**

- 3.2 The salary schedules shall be attached as Appendix A1-A4. Certificated employees advance on the salary schedule based on years of experience (step increments) and units of education (column movement).
- 3.3 All certificated employees hired onto the Teacher/Therapist salary schedules will receive year for year credit in terms of experience and education.

#### **Salary Advancement – Step Increments**

- 3.4 Step increments shall be granted to those bargaining unit members who qualify. Bargaining unit members in paid status for 60% or greater of a 1.0 Full Time Equivalent (FTE) will receive a step increment every year. Bargaining unit members in paid status for less than 60% of a 1.0 FTE will receive a step increment every other year regardless of the percentage. There will be no accumulation of percentages from year to year.
- 3.5 Time spent in unpaid leave status shall not count toward advancement on the salary schedule.

#### **Salary Advancement –Column Movement**

- 3.6 Column movement shall be granted to those employees who qualify through the educational development process (progress toward advanced degree program and/or qualifying units/continuing education units.).

#### **Educational Development Process**

- 3.6.1 Notice of intent to qualify for column movement must be filed with the Employer by May 1st of each year. All work must be completed and verified through the submission of official transcripts by the following October 1st.

- 3.6.2 Each employee is responsible for:
- Obtaining prior approval from the appropriate principal or director
  - Submitting a Notice of Intent form prior to May 1<sup>st</sup>
  - Submitting official transcripts or documentation by the instructor to verify completion of all units prior to October 1st.
- 3.6.3 Employees who present official transcripts or documentation of qualifying units of credit earned which qualify the employee for a higher column on the salary schedule shall move to the higher column retroactive to their first work day of the current school year. In the event the institution of higher education is unable to furnish transcripts by September 1st, upon appropriate written notice from the employee, the Employer shall extend the deadline to September 15th. The employee shall be placed on the appropriate column of the salary schedule following written institutional verification of completion of the units.

*Educational Development Requirements*

- 3.6.4 All courses submitted for the purpose of advancement on the salary schedule must be substantially supportive of the teacher's current assignment in the San Luis Obispo County Office of Education and must have received prior approval from the appropriate principal or director.
- 3.6.5 All units which an employee seeks to have applied toward salary schedule advancement shall be in the employee's academic major or minor or shall be related to the employee's assignment.
- 3.6.6 Except for pass-fail courses, courses shall not be eligible for salary credit unless earned with a grade of "C" or higher.
- 3.6.7 Nothing in this Article precludes the Employer granting salary credit units at its discretion for in-service activities sponsored or conducted by the Employer.

**Compensation for Job Shares**

- 3.7 When employees "share" one regular contract, salaries will be based upon the ratio of each employee's hours of service to a full-time employee's hours e.g., three and one-half hours equals 50% of salary. (For more information on alternative work schedules, see Article V – Hours of Employment.)

**Additional Compensation**

- 3.8 The following qualify for additional compensation at the daily rate of pay, prorated on the ratio of hours worked to the employee's regular school year workday:
- Professional meetings (as defined in 5.15) requested by administration which occur on a day that the employee is not scheduled to work
  - Duties which are not professional duties as described in 5.15 and which occur outside of the normal scheduled onsite hours (examples include Home Hospital assignments,



participation in SLOCOE sponsored committees and extra projects requested by administration)

- IEP meetings or meetings with other agencies that are scheduled to start at 4:00 P.M. or later, with prior approval by the supervisor, and mutual agreement of the employee and supervisor as to the start time. (Note: Meetings scheduled to start before 4:00 P.M., even if they extend beyond 4:00 P.M., will not be eligible for additional compensation.) (See also 5.15.2)

If employees are participating as a learner, for example, in CPR training, they will be paid at the curriculum hourly rate. Stipends and hourly rates are attached as Appendix B1.

#### Mileage - Use of Automobiles

3.8.1 Teachers who are assigned to use their own automobiles in the performance of their duties (including Individual Education Plans (IEPs), staffings, staff meetings, and other mandated meetings) and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate authorized by the County Superintendent of Schools for all driving done between the first school or designated headquarters (whichever is closer to the teacher's residence) and other schools or assignments. Travel assignments shall not be made to discipline teachers.

#### Extended School Year (Special Education only)

3.8.2 By March 1st of each school year, the Employer shall poll individual members of the staff to determine which employees desire to work during the Extended School Year (ESY). Employees may apply to work during ESY either in their current assignment or in another assignment within their credential limitations, if any. A \$500 stipend shall be awarded to unit member(s) who agree by March 1 to teach a full assignment for ESY. Where a job share occurs, those employees shall share the stipend which will be prorated accordingly.

##### 3.8.2.1 .

Any Designated Instructional Service/Related Services Itinerant certificated employee who met the qualifications to receive the \$500 stipend, but whose services were not required the full nineteen or twenty days shall receive the full stipend, or prorated if job share, as an incentive to ensure services for the ESY program.

3.8.2.2 If the employer is not able to hire qualified staff, the DIS/RS employee will be requested to work the entire assignment as needed per management. If the DIS/RS employee chooses not to do that, he/she will not be awarded the stipend.

3.8.2.3 All bargaining unit members who work ESY as a on-call Certificated School Nurse shall be paid the substitute Teacher daily rate of pay (as referenced on the Teacher/Therapist Salary Schedule in Appendix A-1)

3.8.3 All bargaining unit members who work ESY shall be paid their daily rate of pay for each day of ESY service. The daily rate of pay shall be prorated on the ratio of the employee's ESY workday to the employee's regular school year workday. (See also 5.7).

Summer School (Alternative Education)

3.8.4 All bargaining unit members who work summer school shall be paid their daily rate of pay for each day of summer school service. The daily rate of pay shall be prorated on the ratio of the employee's summer school workday to the employee's regular school year workday.

Extra Periods for Special Education and Alternative Education

3.8.5 1.0 FTE teachers will be paid their daily rate of pay for teaching extra periods beyond their normal seven-hour workday. The daily rate of pay shall be prorated on the ratio of hours worked to the employee's regular school year work day.

Early Notification Retirement Incentive

3.8.6 An incentive of \$500 will be given to all certificated staff who turns in a signed retirement letter on or before March 1st. The letter needs to state that the certificated employee is retiring effective the end of the school year. Once the employee is retired in June, SLOCOE will send the employee \$500 (minus the applicable taxes, but not subject to retirement deductions).

## ARTICLE IV

### HEALTH AND WELFARE BENEFITS

*(Italics indicates moved from another section)*

- 4.1 Health and Welfare benefits are determined by the Cost Containment Committee. The Cost Containment Committee includes equal representation from each of the following: CSEA, CTA, and Management. The Cost Containment Committee has the authority to select plan design. The Cost Containment Committee is an advisory body and does not negotiate for the unit.

The Employer agrees to make a monthly contribution for the insurances set forth in paragraphs 4.1, 4.1.1-4.1.3 of this Article. The Employer's total annual contribution shall be \$6,000.00, plus one-half the total insurance premiums above \$6,000.00, as modified by the Cost Containment Committee. The Employer's contribution is a dollar amount contribution for the health and welfare benefits specified as follows:

- 4.1.1 Medical insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by Blue Cross/Self-Insured Schools of California (SISC).
- 4.1.2 Dental insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by Delta Dental Service/SISC.
- 4.1.3 Vision insurance for the employee and eligible dependent(s) pursuant to a self-funded plan administered by Vision Service Plan/SISC.
- 4.2 Should there be no agreement in regard to the Employer's contribution level for a successor agreement prior to September 15th of the current school year the Employer's contribution for the above-specified insurances shall be limited to the actual monthly amount contributed by the Employer as of September 1st of the prior year.
- 4.3 In return for the provision of health and welfare benefits and the payment of the premiums, the Employer shall be entitled to select the provider(s) of the above-specified benefits.
- 4.3.1 There shall be no change in provider(s) without prior notice to the Exclusive Representative and an opportunity for consultation.
- 4.3.2 No change shall constitute an increase of premium to be paid for by the employee during the school year.
- 4.3.3 Any change of provider(s) shall provide benefits and administration equivalent to or better than benefits currently in effect.

- 4.4 A certificated employee will be eligible for benefits in assignments of 90 days or longer, pro-rated for less than 1.0 FTE. An employee with an assignment of less than a .5 Full Time Equivalent (FTE) is not eligible for health and welfare benefits. For employees with an assignment of .50 or greater FTE, the Employer shall prorate its contribution for health and welfare benefits based upon the ratio of the employee's FTE. For a job share assignment, the SLOCOE health and welfare contribution shall be shared equally or in a percentage that matches the work year of each member of the job-sharing team. Any member contributions that are necessary to maintain coverage must be received by the office in a timely manner. It is recommended that the employee consult with the State Teacher's Retirement System (STRS) representative to determine the impact of the assignment on his/her retirement. (For more information on alternative work schedules, see Article V – Hours of Employment.)
- 4.5 No in-lieu payments or contributions to programs other than those that the Employer provides above shall be made by the Employer for any employees who elect not to subscribe to the benefits provided by this Article.
- 4.6 Employees hired on or after July 1, 1983, shall not be eligible for the insurance contributions set forth in SLOCOE Policy #4351.

## ARTICLE V

### HOURS OF EMPLOYMENT

#### WORK YEAR

##### **Work Year for Alternative Education and Special Education**

- 5.1 The annual contract period shall consist of 186 days. Days beyond the state mandated days set for pupil contact may be used for staff development and class preparation.
- 5.2 Effective July 1, 2000, there is an additional 1.65% on-schedule salary increase in recognition of the addition of three (3) staff development days to teacher/therapist duty year for a total of 186 duty days per year (excluding child development programs). (Note: If the state eliminates or reduces funding, the salary schedule and workdays will be adjusted accordingly.)
- 5.3 A first-year employee's work year shall include attending a new employee orientation training for additional compensation at the daily rate of pay, prorated on the ratio of hours worked to the employee's regular school year workday. New employees may be required to work Extended School Year (ESY) for the first year of employment and on a rotating basis once every three years after that.
- 5.4 The work year for Juvenile Court School teachers is 186/187 days. These days may be scheduled over the 248 or 249-day instruction year with mutual agreement between the program manager and teacher. These modifications may include a year-round schedule such as forty-five/fifteen or changing the traditional summer break to other seasons, and other modifications that are mutually developed. Any schedule consideration is meant to provide the teacher with flexibility and the program with consistency and high professional standards.

##### **Work Year for Child Development Programs**

- 5.5 The work year for State Preschool Program Teachers shall be 178 days.
- 5.6 The work year for First Five Program Supervisors and First Five Teachers shall be 181 days.

##### **Extended School Year (Special Education only)**

- 5.7 For ESY, teachers will be paid for a 5.5 hour work day. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time. (see also 3.8.2 and 3.8.3)

An employee who is assigned to work an Extended School Year shall receive an additional 7 hours of sick leave for that year. (Also see 8.1)

- 5.8 The number of employees' workdays and the employees' working hours for the mandatory ESY program shall be finalized by the Employer following the completion of Individual

Education Plans (IEPs) for all students.

**Summer School (Community School only)**

5.9 Teachers will be paid for a 5.5 hour work day. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time.

**Alternative Work Schedules**

5.10 Alternative work schedules may include, but are not limited to, job shares, reduced workloads, and the reduced work schedule program per Education Code 22713.

5.10.1 When employees “share” one regular contract, salaries will be based upon the ratio of each employee’s hours of service to a full-time employee’s hours (e.g., three and one-half hours equals 50% of salary) (Article III–Salary, 3.7)

5.10.2 An employee with an assignment of less than a .5 Full Time Equivalent (FTE) is not eligible for health and welfare benefits. For employees with an assignment of .50 or greater FTE, the Employer shall prorate its contribution for health and welfare benefits based upon the ratio of the employee's FTE. For a job share assignment, the SLOCOE health and welfare contribution shall be shared equally or in a percentage that matches the work year of each member of the job-sharing team. Any member contributions that are necessary to maintain coverage must be received by the office in a timely manner. It is recommended that the employee consult with the State Teacher’s Retirement System (STRS) representative to determine the impact of the assignment on his/her retirement. (Article IV - Health and Welfare, 4.4)

5.10.3 Permanent (tenured) unit members who have satisfactory evaluations may apply to the Superintendent no later than March 1 of the preceding school year for consideration of an alternative work assignment. Employees shall be eligible for an Employer provided pre-retirement reduced-workload option pursuant to Education Code Section 22713. Under extenuating circumstances, the office will consider alternative work schedule assignments, including job share requests after the March 1st deadline referred to in this Article. Employees requesting alternative work schedules will be notified of the acceptance or denial of their request by April 30th. The following conditions must be met:

**Job Shares:**

- Each member of the team submitting job-sharing assignment request must meet all the credential and job description requirements for the requested position.
- If an individual requests a job-sharing assignment, the SLOCOE must be able to employ a suitable replacement in the position being left vacant.

- The job-sharing assignment request must include a work schedule accompanied by the recommendation of the principal and director. The request must be approved annually.

### WORK DAY

#### **Work day for Alternative Education and Special Education**

5.11 **LENGTH OF THE WORK DAY:** During the regular school year, the length of the workday for special education and alternative education, including preparation time, relief periods, and time required before and after school, shall be seven hours, or 35 hours per week. The employee's workday shall begin 30 minutes before the first scheduled class or activity and continue until the specified number of hours of work has elapsed.

#### **Release Time for Alternative Education and Special Education**

5.11.1 At the discretion of the supervisor, teachers may, after making prior arrangements, be granted release time for the following:

- Home or school observation of a child who is recommended for possible placement in that teacher's program.
- Attending staffing and IEP meetings for the children in their classes.
- Preparation of IEP's by employees. Teachers may schedule IEP meetings at flexible times during the day and/or after school, using non-instructional time, administrative/support staff assistance with flexible scheduling, and/or requesting substitute coverage, to ensure that IEP requirements are met without the necessity for routine work outside the school day. It is understood that all regulations regarding appropriate staff attendance and participation in IEP's will be met, as well as adequate supervision and classroom instruction of students in the classroom.

#### **Flexibility in Non-Instructional Time**

5.11.2 It is recognized that teachers perform many professional duties outside the identified seven-hour workday. Mandated duties such as IEP meetings, parent conferences, and staff meetings significantly extend the teaching day past seven hours. Acknowledging this commitment and service, teachers will have latitude and flexibility in the use of non-instructional time during the seven-hour duty day. A duty day, beginning time and ending time, will be established. By notifying the Program Administrator, the teacher may take non-instructional time for personal convenience. This flexibility is not intended to change the duty-day hours on a regular basis, or to be used when professional duties are scheduled during the non-instructional time.

#### **Work day for Child Development Programs**

5.12 The Child Development Programs are based upon available funding from the state. For

State Preschool Teachers and First Five Preschool Program Supervisors, the length of the workday, including preparation time, relief periods, and time required before and after school, shall be five hours per day. For First Five Preschool Teachers, the length of the workday, including preparation time, relief periods, and time required before and after school, shall be four and a half hours per day.

**Duty-free Lunch Period**

5.13 There shall be a duty free lunch of no less than 30 minutes, which is not included in the workday.

**Classroom Interruptions for all Teachers**

5.14 To the extent repairs to classrooms are under the control of the Employer, they will be scheduled after classes have been dismissed for the day whenever possible. If repairs must be scheduled during class time, the teacher will be given a 24-hour notice of the scheduled activity whenever possible.

**Professional Duties - All Teachers**

5.15 Each teacher is responsible for performing duties which are reasonably related to his/her regular assignment, depending upon the educational program and pupil needs.

5.15.1 Professional duties under the direction of the COE administration and required within the normal scheduled on-site hours (excluding lunch) include:

- Supervising pupils and activities related to the teacher's regular assignment.
- Participating in professional activities related to the teacher's regular assignment.
- Participating in staff development programs relating to the teacher's regular assignment.
- Other reasonable related duties as assigned.

5.15.2 Professional duties, which may routinely require work outside the described normal scheduled on-site hours, include:

- Planning and preparing lesson plans
- Selecting materials for instruction
- Reviewing and evaluating work of pupils
- Conferring with pupils and/or parents
- Keeping records
- IEP meetings
- Conferences with staff, teacher, parent and/or student
- Attendance at prescheduled staff meetings shall be limited to one per month except in unusual circumstances
- Participating and supervising Back-to-School, Open House, information nights, and graduation/recognition ceremonies
- Child development parent education meetings



IEP meetings or meetings with other agencies shall be scheduled to start before 4:00 P.M. If an IEP meeting or meeting with other agencies is scheduled to start at 4:00 P.M. or later, with prior approval by the supervisor, and mutual agreement of the employee and supervisor as to the start time, teachers will be compensated for all time from 4:00 P.M. until the end of the meeting at their daily rate of pay. Meetings scheduled to start before 4:00 P.M., even if they extend beyond 4:00 P.M., will not be eligible for additional compensation. (See also 3.8)

#### Child Development- Additional Responsibilities

- 5.15.3 Required staff meetings for afternoon child development teachers, including travel time to the meeting site, shall be scheduled during the regular workday whenever possible. Child development teachers will be reimbursed for mileage at the rate authorized by the County Superintendent of Schools.
- 5.15.4 Student testing and assessments shall be conducted during regular child development class hours.
- 5.15.5 All arrangements for yearly support service screenings (vision, hearing, and dental) shall be made by the child development teacher. Ongoing support services (speech therapy, etc.) may be coordinated by the child development teacher.

#### Special Education – Non-Instructional Program- Related Duties

- 5.15.6 It is recognized that teachers in some county-operated classes are required to supervise and/or arrange supervision of the students to a greater extent than regular education teachers. This student supervision time (contact time) has increased with the program directive that mandates that county-operated classes be aligned with district classes for the daily beginning and ending times.

To address the instructional, supervision, and teacher preparation requirements during the workday, it is acknowledged that there is teacher judgment on blending these components. Teachers, through collaboration with the program supervisors, shall identify regularly scheduled periods during the student day that will allow for non-instructional program-related work to be completed. It is also expected that there will be opportunities for the teacher to complete non-instructional program-related duties while students are on task and supervised by an Instructional Assistant or other approved supervisory staff.

Nothing in these statements is intended to distract or encroach on the instructional minutes as set by statute, or decrease the quality of instruction. It is acknowledged that non-instructional program-related duties are an essential part of the instructional program. Detailed planning, the completion of records, and IEPs are fundamental to the educational program.

Alternative Education and Special Education – Staff Development/

- 5.15.7 No mandatory staff development at the end of the work day shall last longer than 90 minutes and start no later than 3:30 p.m. The COE may require teachers to attend staff development/in-service only during the contract workday and work year. The COE may offer voluntary workshops which teachers may attend outside the contract workday and work year (See article 3.8 for information regarding additional compensation).
- 5.15.8 No employee other than a TOSA shall be required to plan, develop, and/or implement any staff development. Should the employee choose to provide preapproved staff development which occurs outside the normal scheduled onsite hours, the staff development work will qualify for additional compensation at the daily rate of pay, prorated on the ratio of hours worked to the employee's regular school year workday. (see 3.8)
- 5.15.9 The employer shall seek out ideas from employees regarding appropriate programs that will assist in fulfilling the professional needs of the staff.

## **ARTICLE VI**

### **CLASS SIZE**

- 6.1 The Association and the County Superintendent recognize that providing quality instruction and positive classroom environment is influenced by the support provided by federal and state governments, and the County Office of Education. It is further recognized that the County Office of Education has defined resources established through legislation at the federal and state levels, and that influence on future legislation will be a priority of the Association and County Superintendent. The County Superintendent and the Association leadership will continue to advocate support for education to the appropriate decision makers. Local education advocates and the County Office of Education staff will be informed and solicited for the purpose of influencing representatives to the state and federal governments regarding education-related legislation. Under the Master Plan, the Employer shall attempt to maintain special day classes consistent with state requirements.

## **ARTICLE VII**

### **VACANCIES, ASSIGNMENTS AND REASSIGNMENTS**

#### **Vacant Positions**

- 7.1 The Employer shall declare when a position is vacant. When the Employer determines that a vacant position is to be filled, the Employer shall list criteria detailing unique needs of the students, required and desirable teaching skills relevant to the program, and other teacher duties that are required. The needs of students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, and experience will be considered. All requests for reassignment shall be considered, and the employee will be interviewed. If all criteria as listed above are met equally by two or more applicants, seniority (the employee's length of service to the SLOCOE) within the San Luis Obispo County Office of Education will be the deciding factor.
- 7.2 In planning for the upcoming school year, the Human Resources department will send an interest survey to all probationary and permanent certificated staff.
- 7.3 Upon the determination that a vacant position shall be filled, the Employer shall notify via e-mail (and U.S. mail if requested on the interest survey) all bargaining unit members of the vacancy. All notices of vacancies will be advertised for a minimum of six working days.
- 7.3.1 All announcements shall include the job title; a brief description of the position and duties; required minimum qualifications; the job location (if known); the number of hours per day; the regular hours of work, days per week, and months per year; the salary range; and the deadline for filing a letter of interest or application.
- 7.3.2 Employees may apply for a vacancy with the same job title by submitting a letter of interest to the Human Resources Department. All requests for vacancy shall be considered and the employee will be interviewed.
- 7.3.3 An employee applying for a position with a different job title must complete an application. All applicants will be considered.
- 7.3.4 No final selection shall be made until after the closing date.

#### **Extra Duty Assignments**

- 7.4 An extra duty assignment is defined as instructing students or mentoring staff on an on-going basis. Interest forms for voluntary extra duty assignments will be distributed at a minimum of twice a year (once near the start of the school year and again after the winter

holiday break). Employees may submit an interest in writing at any time. All employees who have indicated an interest at the time of the needed assignment will be considered. Employees will be notified of assignments for which they have indicated an interest and of the final hiring decision. The needs of the students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, experience and seniority will be considered.

### **Reassignments**

- 7.5 “Reassignment” is defined as the movement of an employee within the site or from one site to another site within the current job title or from one subject discipline or age group to another subject discipline or age group.
- 7.6 The needs of students/clients will serve as the prime criterion when considering all applications. The appropriate credentials, certificates, permits, authorizations, training, knowledge, skills, abilities, performance, and experience will be considered. All requests for reassignment shall be considered, and the employee will be interviewed.

If all criteria as listed above are met equally by two or more applicants, seniority (the employee's length of service to the SLOCOE) within the San Luis Obispo County Office of Education will be the deciding factor.

- 7.7 Employees may apply for a reassignment by submitting a letter of interest to the Human Resources Department. All requests for reassignment shall be considered, and the employee will be interviewed.
- 7.8 If a request is denied, the applicant may request a meeting to discuss the decision to deny the transfer. The applicant shall be given, upon written request, reasons for the denial in writing.
- 7.9 When a class is split the existing teacher shall have first choice of either class that results from the split, as long as that teacher possesses the appropriate credentials, certificates, and authorizations for the assignment.
- 7.10 If an employee moves, the employee shall receive at least a 15-calendar day notice before the actual move occurs. The employee shall receive two days of release time or be paid two days at the substitute rate to organize and move materials and supplies. The employee will also have the equivalent of two days of classroom Instructional Assistant time.
- 7.10.1 If an employee is moved in consecutive years or within the same year the employee shall be paid two days at their daily rate to organize and move materials and supplies. The employee will also have the equivalent of two days of classroom Instructional Assistant time.

### Extended School Year

- 7.11 The Employer shall fill Extended School Year (ESY) positions based upon employee requests to the extent that those requests fulfill the Employer's requirements for the educational program. Should the Employer be unable to fill any ESY positions with credentialed teachers through the polling process described above, new employees may be required to work ESY for the first year of employment and on a rotating basis every three years after that. Both parties agree to promote participation in ESY. Promotion may include, but is not limited to, flyers, posters, memos, e-mails, staff meeting discussions, etc. (see also Articles 3.8.2, 3.8.3, and 5.7)

### Emergency/Short-Term Reassignments

- 7.12 In an immediate program emergency where the interests of the program and the safety and interests of the students has been compromised through circumstances which were unforeseen, unanticipated, through no fault of the administration, and for which adequate time was not allowed for a regular solution, an employee may be transferred or reassigned on an emergency short-term basis. The reassignment of an employee under this section will be done at the discretion of the Employer after an assessment has been made that determines that the selection will result in the least disruption of the existing program and the best possible solution for the students. Under no circumstances will this Emergency/Short-Term reassignment be arbitrary, capricious, or punitive. If, at the end of six (6) weeks, a permanent solution has not been implemented, the Emergency/Short-Term assignment shall not be extended by the Employer except in the case of a voluntary request from the employee. The employee shall be returned to his/her regular assignment. No employee may be assigned under this provision more than one time in any school year.
- 7.12.1 Emergency/Short-Term shall be defined as a period of time no longer than six (6) weeks. Every effort shall be made to terminate the Emergency Assignment sooner than six weeks and return the employee to his/her regular assignment.
- 7.12.2 Unforeseen shall be defined, in part, as a last minute resignation or termination of an employee, a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time, or other incidents which are determined to be immediate and serious in nature.
- 7.12.3 The employee who is assigned under the Emergency/Short-Term provision shall be entitled to mileage reimbursement calculated round trip from their regular location to the Emergency location for the duration of the Emergency assignment at the standard rate that is established by the Employer at the time of the assignment.
- 7.12.4 The employee shall receive one day per week of the Emergency/Short-Term assignment up to a maximum total of three days of release time or be paid one day per week up to a maximum total of three days at the substitute rate, to organize

materials and lesson plans for the Emergency assignment.

7.12.5 The employee who is assigned under the Emergency/Short-term provision will receive regular and frequent reports of the progress toward a solution and updated estimates of the end date of the assignment.

### **Involuntary Reassignments**

7.13 An employee may be involuntarily reassigned by the Employer except as a reprisal for employee activity protected by the Rodda Act.

7.14 Reasons for the involuntary reassignment may include:

- Change in student enrollment
- Elimination/initiation or reduction/expansion of programs or services
- Accommodating the special staffing needs and/or requirements at any site

If none of these situations exists, an involuntary move shall be based upon least seniority.

7.14.1 Where the Employer determines that there is a justifiable need for an involuntary reassignment, the employee shall be moved to another location without any loss in compensation held prior to the reassignment.

7.15 For vacancies, volunteers shall be solicited prior to any involuntary reassignment.

7.16 An involuntary reassignment shall take place only after a meeting between the employee and the supervisor stating the reason for the reassignment. The Employer shall provide written notification to the employee specifying the reason(s) as indicated above in 7.14 as soon as possible. The employee shall have the right to representation by the Association at the meeting. An employee shall receive a minimum of a six (6) weeks written notice of the reassignment. The Employer shall make every effort to notify the employee prior to the end of the school year.

7.17 The employee to be involuntarily reassigned may indicate preference of positions from a list of available vacancies.

7.18 The employee who is involuntarily reassigned shall be assisted by SLOCOE in the movement of the employee's materials and supplies. If a classroom is to be moved, the employee shall receive at least a 15-calendar day notice before the actual move occurs. The employee shall receive two days of release time or be paid two days at the substitute rate to organize and move materials and supplies. The employee will also have the equivalent of two days of classroom Instructional Assistant time.

7.19 An employee has the right to appeal the involuntary reassignment by contacting the Human Resources department within two weeks of receiving the written notice of reassignment and citing the reason for the appeal in writing.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### ACCUMULATED LEAVE

##### Sick Leave

- 8.1 Every full-time employee shall be entitled to 10 days of sick leave for each year of employment. Part-time employees shall earn sick leave on the basis of the ratio of the part-time employment to full-time employment. An employee who is assigned to work an Extended School Year shall receive an additional 7 hours of sick leave for that year.
- 8.1.1 An employee may use accumulated sick leave at any time during the school year for accident, illness, or quarantine and for medical examinations or treatments for self or immediate family members.
- 8.1.1.1 Unused sick leave shall accrue from school year to school year.
- 8.1.1.2 The Employer shall provide each employee with a written statement of accumulated and credited sick leave for the current school year as soon after the beginning of the school year as possible, but no later than November 1.
- 8.1.1.3 For the purposes of sick leave, immediate family is defined as child, grandchild, parent, spouse, or registered domestic partner of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a registered domestic partner, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- 8.1.2 Employees must contact the Employer as soon as the need to be absent is known.
- 8.1.3 When the employee informs the Employer that the absence will be greater than one day, the employee must notify the Employer of an intention to return by 4:00 p.m. on the workday prior to the day of return.
- 8.1.4 An employee who has been on sick leave for three or more consecutive days, or who has had any surgical procedure, may be required to furnish a physician's verification of ability to return to work and render service to the Employer.
- 8.1.5 Female employees shall be entitled to utilize sick leave for the period of time required to be absent due to pregnancy or childbirth. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor. A statement from the employee's doctor as to the beginning date of the leave shall be filed with the Superintendent. The date of the employee's return



to service shall be based upon her doctor's analysis and written verification of the employee's physical ability to render service to the Employer without limitations or restrictions.

8.1.6 If the employee has exhausted all available sick leave, the employee shall be entitled to an additional period of five school months extended sick leave/differential pay (See Ed. Code 44977). Upon written verification of a physician or practitioner, the amount of salary deduction in any month shall not exceed:

- The sum which was actually paid a substitute in the position; or
- If no substitute was employed, the amount which would have been paid to a substitute had one been employed for the remainder of the illness up to a total period of five school months.

### OTHER LEAVES

#### **Personal Necessity Leave**

8.2 It is of mutual interest that the Personal Necessity Leave provides employees the opportunity to address circumstances which are serious in nature, cannot be expected to be disregarded, necessitate immediate attention, and cannot be dealt with outside the work day. It is further recognized that employees can, and will, be trusted to use personal integrity in determining the need for such leave. Finally, it is recognized that children learn best when their regular teacher is present in the classroom.

8.2.1 Up to ten days of sick leave may be used as Personal Necessity Leave per year. Personal Necessity Leave does not accumulate from year to year.

8.2.2 Whenever possible, employees must request this leave in advance to allow for adequate planning for coverage of duties.

8.2.3 The employer will not require employees to declare the specific reason of the use of this leave. The employee will complete a Request for Leave form indicating that the leave is a personal necessity.

8.2.4 Personal Necessity Leave shall be used for the purposes stated in 8.2 above and shall not be used for association business, personal gain, or recreational purposes.

#### **Bereavement Leave**

8.3 Every employee shall be entitled to six (6) days of paid noncumulative leave of absence because of the death of any member of the employee's immediate family

8.3.1 The Employer shall require the use of bereavement leave before other leave days are used for purposes allowed in this paragraph.

- 8.3.2 Bereavement leave shall not be deducted from sick leave.
- 8.3.3 Employees may receive up to one day of Bereavement Leave to attend the funeral of a student or former student.
- 8.3.4 If the Employer has cause to believe that an employee has improperly requested, received, or utilized bereavement leave authorized by this Article, the Employer may require that the employee provide acceptable substantiation that the employee was eligible to utilize the leave. Failure by the employee to provide acceptable substantiation shall result in the employee losing pay for any hours in question.
- 8.3.5 For the purposes of bereavement, immediate family shall be defined as: Spouse or Registered Domestic Partner. The “step”, “foster” and “in-law” of the employee or the employee’s spouse or registered domestic partner’s grandmother, grandfather, mother, father, sister, brother and child. A grandchild, including “step” and “foster” of the employee or the employee’s spouse or registered domestic partner. In addition, any relative of the employee or the employee’s spouse or registered domestic partner living in the immediate household of the employee.

#### **General Leave**

- 8.4 An employee may apply for a leave of absence on an unpaid basis for up to one year. The application may include a request for consideration of a two-year program. Letters of application are due to the Employer by May 1. A scheduled conference with the Superintendent shall be held unless there are unforeseeable circumstances. The Employer may, at its discretion, grant an unpaid leave to an employee for one year and issue an intent to renew for a second year to allow for a two-year program. At the conclusion of the first year, the additional year would be granted. The length of the leave, including beginning and ending dates, shall be mutually agreed upon by the employee and the Employer. Upon request, the Employer may extend the leave beyond one year. No more than three employees will be granted leaves in a given school year.

#### **Professional Organization Leave**

- 8.5 An employee who is a state-level officer of an organization of professional employees in the employee's teaching field (e.g., speech pathology) shall be released for statewide meetings without loss of pay. The employee shall be responsible for one-half of the cost of a substitute, if one is used.

#### **Health Leave**

- 8.6 An employee may be granted a leave of absence without pay for reasons of poor health. Such leave is to be specified for a period not to exceed the employee's contract year. A written statement of need by a physician is required prior to the leave being granted. An extension of this leave can be granted at the discretion of the Superintendent.

### **Jury Duty**

- 8.7 An employee shall receive leave without loss of pay for time the employee is required to be absent for jury duty. (San Luis Obispo Grand Jury duty is excluded from this provision.) An employee serving on jury duty shall receive regular salary for the period served. The fee received for jury duty, except for mileage and meal allowances, shall be signed over to the Employer.

### **Elective Public Office Leave**

- 8.8 An employee who is elected to a federal, state, or county office shall be granted a leave of absence without pay for the duration of the term of office.

### **Professional Growth Leave**

- 8.9 An employee may receive up to two days of release time with full pay, including registration fees, per diem, and travel allowance, to be used for the following activities: (1) conferences directly related to the employee's teaching field and (2) observation of model programs. Request for professional leave must be submitted to the program director through the appropriate supervisor two weeks in advance of the leave date. Additional release time for the above activities shall be at the discretion of the appropriate supervisor. An employee may request to attend professional meetings or conferences without reimbursement of per diem and travel expenses.

### **Industrial Accident and Illness Leave**

- 8.10 An employee shall be entitled to industrial accident or illness leave for any job-related illness in an amount of up to a maximum of 60 workdays in any one fiscal year for the same accident. Should the leave overlap into the next fiscal year, only those days remaining at the end of the fiscal year shall be available for utilization by the employee.
- 8.10.1 Such benefits shall be in addition to other sick leave benefits provided by the Employer.
- 8.10.2 When entitlement to this leave has been exhausted, other sick leave shall be utilized.
- 8.10.3 Employees will report all job-related injuries and illnesses to the Employer within 24 hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work. In the event that the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.
- 8.10.4 The employee's report of an industrial accident or illness shall be kept on file in the Employer's office.

- 8.10.5 An employee's industrial accident leave shall be suspended automatically for any period the employee is not within the State of California unless prior approval of the Employer has been granted.
- 8.10.6 The employee shall endorse all wage loss checks received under the Workers' Compensation Law to the Employer. The Employer, after receipt of the endorsed check, shall issue the employee appropriate salary warrants for payments of the employee's full salary, and shall deduct normal retirement and other authorized deductions.

### **Family Care and Medical Leave**

8.11 The County Office of Education shall provide family and medical leave in compliance with the Family and Medical Leave Act of 1993 (FMLA) and the parallel California leave of absence statute of 1991 (CFRA) (Government Code 12945.2). The statutory leave will run concurrently with the leave(s) granted pursuant to the other sections of this Article.

8.11.1 Such statutory family and medical leave status includes up to 12 weeks per year (referring to the 12-month period beginning on the date any FMLA/CFRA commences) as leave of absence, due to:

8.11.1.1 childbirth, or adoption, commencement of foster care, or infant care of the employee's child

a. Leave taken to care for a newborn or foster or adopted child must be completed within one (1) year of the birth or placement. Also, in these circumstances, if both spouses are employed by the County Office of Education, the combined total FMLA/CFRA shall be limited to 12 weeks.

b. State-required leave of absence (CFRA/PDL) due to employee disability caused by pregnancy, childbirth and related conditions, is not credited against the 12 (FMLA) weeks of leave.

, 8.11.1.2 the serious illness or health condition of the employee

8.11.1.3 the serious illness or health condition of the employee's spouse (or registered Domestic Partner – CFRA only), the employee's child or the employee's parents.

Leave taken for any of the reasons listed in 8.11.1 will be counted against the employee's annual family and medical leave entitlements.

8.11.2 For the purposes of **Family Care and Medical Leave** only, the references to "child" in 2 above includes a biological, adopted or foster child, stepchild, legal ward, or other person under 18, or an adult dependent child (one who is incapable of self-care because of mental or physical disability) for whom the employee has

primary care-giving responsibility, and the reference to “parent” includes biological, adoptive or foster parent, or any other person who had primary care-giving responsibility for the employee when the employee was a child.

- 8.11.3 The employee must have been employed by the County Office of Education at least one (1) full year and provided at least 1,250 hours of service immediately prior to such leave in order to qualify for the leave. Full-time teachers are presumed to work 1,250 hours.
- 8.11.4 The employee shall make a reasonable effort to schedule any such absence or related medical treatment so as to avoid disruption of the County Office of Education’s operations, and shall give the County Office of Education at least 30 days advance notice of such leave plans. However, if the need for such leave is not foreseeable, the employee shall give notice within two (2) business days of learning of the need. Failure to provide timely notice may result in postponement of the protections of FMLA.
- 8.11.5 The County Office of Education may require written certification to be issued by the health care provider of the person with the serious health condition, including certification of the date on which the condition commenced, the probable duration of the condition, an estimate of the amount of time the employee is needed to care for the individual, if the leave is due to the serious health condition of a child, spouse or parent, and a statement that the illness warrants the participation of the employee or renders the employee unable to perform his or her job functions. The County Office of Education may also require medical certification of fitness to return to work. Failure to produce any required certification shall result in denial of FMLA/CFRA. If the County Office of Education doubts the validity of the certification, it may require that the employee or other disabled person obtain a second opinion of a health care provider selected by the County Office of Education, at the County Office of Education’s expense. If the two opinions conflict, the County Office of Education may require a third opinion from a health care provider mutually agreed upon by the County Office of Education and the employee. The third opinion shall be final and binding on the County Office of Education and the employee. If the statutory leave is being granted concurrently with another leave under this Article, then the normal contract procedure shall prevail over the above special certification process.
- 8.11.6 To the extent required by applicable laws, employees returning from a FMLA/CFRA leave shall be returned to the same position, or to a position comparable to the position, they occupied prior to their leave.
- 8.11.7 The County Office of Education shall maintain the employee’s coverage under any applicable health plan for the duration of any family leave under this section in the same manner as if the employee were working.

- 8.11.8 If the employee fails to return upon expiration of the leave for a reason other than the continuation, recurrence, or onset of a serious health condition which would itself have met the qualifications for FMLA/CFRA, then the County Office of Education may recover health insurance premiums paid pursuant to the above leave provisions.

### **Catastrophic Leave**

- 8.12 **Section 1 – Eligibility:** A probationary or permanent (temporary employees are not eligible) employee who suffers from a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (more than ten days), or who is required to take time off from work to provide care for an immediate family member who suffers from a catastrophic injury or illness, shall be eligible to receive Catastrophic Leave donations from other unit members subject to the restrictions and conditions outlined below:

8.12.1 Before using donated sick leave, the employee must have exhausted all accrued sick leave.

8.12.2 The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.

8.12.3 The maximum amount of donated leave shall not exceed five school months.

- 8.13 **Section 2 - Requests for Sick Leave Donation:** An employee who meets the eligibility requirements for Catastrophic Leave may request donation of sick leave from other unit members by submitting a "Catastrophic Leave Request for Donation Form" to the Human Resources Department. The request shall clearly specify the circumstances of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. Catastrophic Leave will commence on the same day that the differential sick leave pay calendar begins. The employee will receive full pay, and the employee's differential pay rights will run concurrently with the Catastrophic Leave.

8.13.1 A committee consisting of two Employer representatives and two representatives appointed by the Association shall be established each fiscal year. One member shall serve as recorder. Minutes shall be kept. The committee shall consider all requests for sick leave donations. The committee may grant, partially grant, or reject a request. All deliberations are confidential and the decisions to grant or deny requests shall require mutual agreement. The decision of the committee is final and not grievable. A written copy of the committee's decision shall be provided to the requesting employee, to the Association, and to the Human Resources Department so that the sick leave can be transferred from the unit member donors to the member's account, if necessary.

- 8.13.2 Requesting employees should apply for donated sick leave prior to exhausting regular sick leave. At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant was issued.
- 8.13.3 Donated sick leave shall be established in an individual account for the recipient and will be utilized in a sequence that will use one day from each donor before utilizing the second day from each donor. Unused sick leave will be returned to the donor(s).
- 8.13.4 An employee who uses a donated sick leave day shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.
- 8.13.5 An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation.
- 8.14 Section 3 - Donations for Catastrophic Leave:
- 8.14.1 Donated sick leave may not be used for industrial illness or injury accident.
- 8.14.2 Donations to the unit member will be made in one-day increments.
- 8.14.3 Unit members may only donate five (5) days per school year.
- 8.14.4 A sick leave donor may not donate sick leave that would cause his/her personal accrued sick leave to fall below (10) days.
- 8.14.5 The donor list shall be confidential.
- 8.15 Section 4 - Hold Harmless: The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- The Association agrees to indemnify and hold harmless the Employer from any loss or damages arising from the implementation of this provision. In the event of any grievance, claim, or lawsuit challenging the legality or enforcement of this provision, the Employer may terminate this provision upon written notice to the Association.
- 8.16 For the purposes of catastrophic leave, immediate family is defined as child, parent, spouse, or registered domestic partner of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a registered domestic partner, or a

child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

### MISCELLANEOUS PROVISIONS

#### **Verification of Ability to Return to Work**

8.17 An employee absent under the provisions of paragraphs relating to extended illness, industrial accident leave, or health leave for 15 or more consecutive days, may be required to provide a physician's verification of ability to return to work and render service to the Employer without limitation or restriction prior to returning to work.

8.17.1 Notwithstanding the provisions of the above paragraph, an employee who is absent at any time for surgery shall be required to furnish a physician's verification of the employee's ability to return to work and render service to the Employer without limitation or restriction.

8.17.2 Employees on unpaid leaves of absence may, as long as the practice is allowed by the insurance company, continue their fringe benefit program eligibility by paying to the Employer the amount of money equal to the premiums for the various fringe benefit programs.

#### **Provisions for Fringe Benefits**

8.18 Employees on paid leaves of absence shall have all the Employer's contributions set forth in Article IV paid for them throughout the duration of the leave of absence.

#### **Return from Leaves**

8.19 An employee shall notify the Employer of his or her intent to return from a leave of absence no later than May 1 of the school year in which the leave is granted. Failure to notify the Employer by May 1 shall constitute the employee's resignation. Upon return from leave, the employee will return to the position held at the time leave was granted, or to as nearly identical a position as possible.

#### **Concerted Activity**

8.20 No employee may utilize or receive any leave provision when the employee or other employees engage in any concerted activity which interrupts the operation of the Employer.



## **ARTICLE IX**

### **CERTIFICATED EMPLOYEE EVALUATION PROCEDURES**

9.1 These provisions constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated employees as set forth in California Education Code Sections 44660, et seq., commonly referred to as the "Stull Bill," or its successor.

9.1.1 The evaluations shall relate to:

- The progress of pupils toward the established standards of expected student achievement.
- The instructional techniques and strategies used by the employee.
- The employee's adherence to curricular objectives.
- The performance of non-instructional duties and responsibilities as set forth on adopted evaluation forms.
- The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
- Compliance with the Employer's rules, regulations, and policies and applicable state and federal laws and regulations.

9.1.2 It is the responsibility of the Superintendent or designee to evaluate or provide for the evaluation of each certificated employee. Evaluation and assessment of certificated employee competence pursuant to this Article shall not include the use of publisher's norms established by standardized tests (Education Code Section 44661(d)).

9.1.3 Effective the beginning of the 2007-2008 school year, both parties agree to implement the 2000 evaluation system (attached as Appendix D1-D8).

9.2 The basis for the evaluation includes the items in paragraph 9.1.1 of this Article and the forms listed for the Evaluation Systems. If the employee disputes the evaluator's decision on the basis of the employee's evaluation, the employee may appeal the evaluator's decision to the Superintendent or designee.

9.2.1 2000 Evaluation System

The evaluation cycle consists of a formal evaluation which must occur at least every other year. A permanent teacher who is not meeting SLOCOE's expectations

(unsatisfactory on any of the identified criteria) will be placed on a formal evaluation in the subsequent year(s), and referred to the Peer Assistance and Review Program. Probationary teachers will be on probationary-cycle evaluation for two years, or until permanent status is granted, or teacher is non-reelected. A complete copy of the 2000 Evaluation System is attached as Appendices C1-C8 and, by virtue of the attachment, becomes a permanent part of this section of the Agreement.

- Components of the 2000 Formal Evaluation
  - Individual Orientation Conference
  - Pre-Observation Contact
  - Formal Observations
  - Post-Observation (feedback) Conference
  - Other data/input may include:
    - Informal Classroom Observations
    - Work Samples
    - Other Job Specific Data
    - Self-Evaluation
  - Summative Evaluation Report/Conference
- 2000 Evaluation System Documents
  - Timeline for Evaluating Permanent and Probationary
  - Certificated Evaluation Definitions
  - Certificated Staff Self-Evaluation Form (SEF001)
  - Certificated Staff Evaluation Form (SERF001)
  - Pre-Observation Data Sheet/Post-Observation Report (FOF001)
  - Certificated Staff Information Observation/Communication Form (IOF001)

9.3 Probationary employee evaluations shall be made on a continuing basis at least once each school year per Form attached in Appendix D1, D4.

9.3.1 During the process leading to the formal written evaluation, a probationary employee shall have at least two formal observations. In addition, informal observations may be made.

9.3.2 Each formal observation by the evaluator shall last a minimum of 30 minutes and will be scheduled with the employee prior to the observation. If the evaluator is unable to observe the pre-scheduled lesson in its entirety, alternative arrangements may be made.

- 9.3.3 Each formal observation shall be followed by a conference within two workdays. At or before the conference, the employee shall receive a copy of the completed Classroom Observation Form (Appendix D6).
- 9.3.4 Each item marked as "needing improvement" or "unacceptable" shall be noted on the form, discussed with the employee, and a Certificated Performance Improvement Plan Form (Appendix D8) shall be written and implemented within 10 teaching days of the observation conference. A written list of specific recommendations for improvement shall be made.
- 9.4 Permanent employee evaluations shall be made on a continuing basis at least once every other school year and shall be concluded by the date set forth in the Stull Bill. Permanent employee evaluations that include "needs improvement" or "unacceptable" will be done yearly per form in Appendix D8.
  - 9.4.1 During the evaluation process leading to the formal written evaluation, a permanent employee shall have at least one formal observation. In addition, informal observations may be made.
  - 9.4.2 Each formal observation by the evaluator shall last a minimum of 30 minutes and will be scheduled with the employee prior to the observation. If the evaluator is unable to observe the pre-scheduled lesson in its entirety, alternative arrangements may be made.
  - 9.4.3 Each formal observation shall be followed by a conference within two workdays. At or before the conference, the employee shall receive a copy of the completed Report of Classroom Observation Form.
  - 9.4.4 Each item marked as "needing improvement" or "unacceptable" shall be noted on the form, discussed with the employee, and a Performance Improvement Plan Form (Appendix D8) shall be written and implemented within 10 teaching days of the observation conference. A written list of specific recommendations for improvement shall be made.
- 9.5 Eligible certificated employees will be evaluated at least every five years for personnel with permanent status who have been employed at least ten years with the San Luis Obispo County Office of Education, are highly qualified as defined in 20 U.S.C. Sec.7801, and whose previous evaluation rated the employee as meeting or exceeding standards, if the evaluator and certificated employee being evaluated agree. The certificated employee or the evaluator may withdraw consent at any time (Education Code 44664).
- 9.6 In the written evaluation for both probationary and permanent employees, the evaluator shall cite specific qualities, abilities, or deficiencies.

- 9.6.1 Any statement concerning instructional competency by a third party shall be submitted in writing and shall be verified by the evaluator prior to inclusion in the written evaluation.
- 9.6.2 The evaluation conference shall be conducted during non-student contact time unless appropriate supervision is provided.
- 9.6.3 Following the evaluation conference, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature does not necessarily signify agreement with the evaluation.
- 9.6.4 The employee may prepare and submit a written response to the written evaluation within 10 workdays of the review.
- 9.6.5 Following the 10-day response period, the evaluation and response, if any, shall be placed in the employee's personnel file.
- 9.6.6 If deficiencies are noted, the evaluator may provide, or the employee may request, further continued periodic observations and conferences. An "Instructional Assistance Team" comprised of peers and/or other administrative personnel may be requested as a part of the remediation process.
- Participation in the Instructional Assistance Team is optional.
  - All members of the Instructional Assistance Team will be informed if they are included on the employee's improvement plan.
- 9.6.7 If subsequent remedial actions on the part of the employee sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.
- 9.7 No grievance arising under this Article shall challenge the substantive objectives, standards, or criteria determined by the evaluator or Employer, nor shall it contest the judgment of the evaluator; any grievance shall be limited to a claim that the procedures of this Article have been violated.
- 9.8 Provided that the requirements of the law pertaining to dismissal have been met, a violation of the procedural steps of this Article shall not prevent the Employer from taking action on the dismissal of an employee. Any procedural violation may be raised by the employee in the dismissal hearing requested by the employee, if one is required by law to be held.

### Public Charges

9.9 No unsatisfactory formal 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 following procedures have been followed: Nothing herein shall preclude an unsatisfactory evaluation where such evaluation is based in whole or in part on the other information or materials.

9.10 Any student, parent or citizen complaint about a unit member which may result in:

- Discipline;
- A letter or reprimand;
- A derogatory entry into the personnel file;
- A negative comment on an evaluation;
- Or a negative evaluation

shall be reported to the unit member by the administrator receiving the complaint within ten (10) days of receipt.

9.11 Should the unit member or the immediate supervisor believe that the allegations warrant a meeting, the immediate supervisor believes that the allegations warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit employee, the complainant and the immediate supervisor.

9.12 If there is no meeting, or if the matter is not resolved at the meeting to the satisfaction of the complainant, the complainant may reduce the complaint to writing and submit the original to the unit member's immediate supervisor and a copy to the unit member. If no written complaint is received the matter shall be dropped.

9.13 Anonymous complaints and complaints which the County Office of Education concluded are without merit shall neither be placed in the unit employee's personnel file nor utilized in any evaluation or disciplinary action against the unit employee. For the purposes of this agreement "anonymous complaints" does not include complaints in which a person complains about a teacher's conduct and either fails or refuses to provide his/her complain or name in writing, but the County Office of Education provided such information to the unit member in writing.

9.14 Notwithstanding the above, nothing in this article will be construed to prevent the County Office of Education from investigating matters and, if appropriate, taking adverse action against an employee regarding matters involving criminal conduct and/or conduct in which the County Office of Education has legal obligation to pursue. (AR# 4312)

## **ARTICLE X**

### **PEER ASSISTANCE AND REVIEW PROGRAM**

#### **Purpose**

10.1 The SLOCEA and SLOCOE strive to provide the highest possible quality of education. We believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from the assistance and review of colleagues. Therefore, the parties have cooperated in the design and implementation of this Peer Assistance and Review Program (PAR or Program) to improve the quality of instruction through opportunities for professional development and peer assistance. Teachers referred to, or who volunteer for, this Program are viewed as valuable professionals.

10.1.1 The program allows exemplary teachers to assist certain permanent and beginning teachers in the areas of teaching strategies, teaching methods, and subject matter knowledge.

10.1.2 The extent of the Program's assistance and review depends on whether the participating teacher (2) is a voluntary participating teacher or (3) is a participating teacher with an unsatisfactory evaluation in one or more of the areas of subject matter knowledge, instructional strategies, or classroom management.

10.1.3 The Program's assistance shall be provided through Consulting Teachers. The assistance shall not involve the participation in, nor the conducting of, the annual evaluation of unit members as set forth in Article IX of this Agreement and Education code Section 44660 et seq.

10.1.4 Program resources shall be utilized in the following order:

- Tenured Teachers with an "Unsatisfactory" designation in one or more of the following areas on their final evaluation: planning, instruction, and/or management
- Voluntary Participating Teachers
- Professional Development

#### **Definitions:**

10.2.1 "Teacher": All certificated teachers, preschool teachers, nurses, speech/language pathologists, vision, orientation and mobility specialists, orthopedic impaired specialists, occupational therapists, and adapted physical education teachers.

- 10.2.2 “Participating Teacher”: Any unit member who is a “teacher” and who either volunteers for, or is required by this Article to participate in, the Program.
- 10.2.3 “Consulting Teacher”: An exemplary teacher meeting the requirements of Section E who is to provide Program assistance to a Participating Teacher.
- 10.2.4 “Mandatory Participating Teacher”: A unit member with permanent status whose most recent performance evaluation contained an unsatisfactory designation in one or more of the following areas of their final evaluation: planning, instruction and management.
- 10.2.5 “Consensus”: Five or more affirmative votes.
- 10.2.6 “Voluntary Participating Teacher”: A permanent unit member who seeks to improve his/her teaching performance.
- 10.2.7 “Principal or Evaluating Administrator”: The certificated administrator appointed by SLOCOE to evaluate a “Teacher.”

### **PAR Committee**

- 10.3 The PAR Committee shall consist of seven (7) members. Four (4) shall be “Teachers” who are chosen to serve by SLOCEA. SLOCOE shall choose three (3) administrators to serve on the PAR Committee. The SLOCOE and SLOCEA shall individually determine the method for selection and the qualifications to serve.
- 10.3.1 To promote continuity, appointees shall serve staggered three-year terms.
- 10.3.2 The PAR Committee shall establish its own meeting schedule. To meet, at least two-thirds of the PAR Committee must be present. Such meetings shall take place during the regular teacher workday with a grant of release time to teachers, or during non-school time. Generally, the PAR Committee will meet within the panel’s workday, however, work outside of the regular workday shall be compensated at the current curriculum rate.
- 10.3.3 The PAR Committee’s primary responsibilities involve establishment of the annual budget for the Program and selection and oversight of the Consulting Teachers. In addition, the Committee is responsible for the following:
- Coordinate with the SLOCOE to provide training for the PAR Committee members and Consulting Teachers. New PAR panel members will receive an orientation as to the Program’s purposes and functions.
  - Establish procedures and regulations necessary to carry out the requirements of this Article, including a procedure for the selection of a Chairperson.

- Assign the Consulting Teachers.
- In conjunction with the Human Resources Director, send written notification of participation in the Program to the Mandatory Participating Teacher, the consulting Teacher, and the Evaluating Administrator.
- Assess the availability of resources and/or personnel to accommodate the needs of the self-referred teachers.
- Use a consensus model for decision-making.
- Establish a procedure for application as a Consulting Teacher.
- Determine the number of Consulting teacher(s) or a percentage of a 1.0 full-time employee (FTE) in any school year, based upon participation in the PAR Program, the budget available, and other relevant considerations.
- Review and approve the initial plan prepared by the Consulting Teacher.
- Review the final report prepared by the Consulting Teacher regarding the progress in the PAR Program of the Mandatory Participating Teacher.
- Submit to the Superintendent and SLOCEA an annual evaluation of the Program's impact, including recommendations regarding Mandatory Participating Teachers. If necessary, the Consulting Teacher shall forward names of individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement.

The annual PAR Program evaluation may include interviews of Program participants, administrators, and others as deemed appropriate. This evaluation shall be in writing and shall be submitted at the same time that the proposed budget is submitted.

10.4 Not later than May 30 of each year, for the coming school year, the PAR Committee shall submit a proposed budget to the Superintendent.

10.4.1 The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration (1) the number of Consulting Teachers which will be required in the coming year in light of the projected level of participation in the Program, (3) the recommendations for improvement of the Program which were made in the annual report to the Board, and (4) other relevant factors.

10.4.2 The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the SLOCOE's chief financial officer. This proposal shall be submitted in the form requested by the SLOCOE.



- 10.4.3 The PAR Committee shall recommend that the Superintendent authorize the necessary number of Consulting Teacher positions or any increase or decrease thereof. The Superintendent will be provided the rationale for the request.

### **Program Participation**

#### **10.5 By Mandatory Participating Teachers:**

- 10.5.1 Any tenured teacher with an unsatisfactory designation in planning, instruction, and/or management must participate in the Program.
- 10.5.2 The Mandatory Participating Teacher will be assigned a Consulting Teacher. If available, a different Consulting Teacher may be assigned to work with the Mandatory Participating Teacher either upon request of the Mandatory Participating Teacher or upon request of the Consulting Teacher. In either case, however, approval of the PAR Committee is required.
- 10.5.3 The Consulting Teacher's assistance and review shall focus on the area(s) designated unsatisfactory in the final evaluation.
- The Administrator and the Consulting Teacher assigned to the Mandatory Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Administrator and the types of assistance that should be provided by the Consulting Teacher.
  - The Administrator's recommendations shall be in writing consistent with certificated staff performance standards, clearly stated, and consistent with Education Code Section 44662. These recommendations will be considered the performance goals required by Education Code Sections 44664(a) and 44500(b) (2). SLOCOE shall provide sufficient staff development activities to assist a teacher to improve his or her teaching skills and knowledge. [Education Code Section 44500 (b) (5).]
  - The Consulting Teacher and the evaluating Administrator are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Mandatory Participating Teacher.
  - The Consulting Teacher and the Mandatory Participating Teacher shall meet to discuss the plan for assistance. After that meeting, the Consulting Teacher will provide the assistance which shall include conducting multiple observations of the Mandatory Participating Teacher in the performance of his/her job responsibilities.
- 10.5.4 The final report will be submitted to the PAR Committee at least 45 calendar days before the end of the Mandatory Participating Teacher's school year. The final

report shall consist solely of: (1) a description of the assistance provided to the Mandatory Participating Teacher; and (2) a description of the results of the assistance in the targeted areas. This report shall be submitted to the PAR Committee, with a copy also submitted to the Mandatory Participating Teacher and the Administrator.

10.5.5 The results of the teacher's participation in the Program shall be available for use as part of the Mandatory Participating Teacher's annual evaluation.

- The evaluating Administrator shall have the discretion as to whether, and how, to use the results set forth in the report in the annual evaluation.
- The Consulting Teacher's report on participation in the Program, as defined above, shall be made available to the SLOCOE for placement in the Mandatory Participating Teacher's personnel file, if the report is referenced by the Administrator in the evaluation.

10.5.6 After receiving the report, the PAR Committee shall determine whether the Mandatory Participating Teacher will benefit from continued involvement in the Program. The Mandatory Participating Teacher will continue participating in the Program until the PAR Committee determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation, or the teacher is separated from the SLOCOE. The Superintendent has the sole authority to determine whether the Mandatory Participating Teacher has been able to demonstrate satisfactory improvement.

## 10.6 By Voluntary Participating Teachers

10.6.1 Permanent teachers who seek to improve their teaching performance may self-refer to the PAR Committee for intervention under this program. Voluntary Participating Teachers may be individuals who wish to grow and learn with assistance from a peer, or who seek assistance due to a change in assignment or the institution of new curriculum. The Program for Voluntary Participating Teachers will focus on practical application of either certain teaching skills or the acquisition of a new subject matter.

10.6.2 The Voluntary Participating Teacher must submit a request for professional growth in a specific, targeted area to the PAR Committee for approval and assignment of a Consulting Teacher. Upon approval by the PAR Committee, the Voluntary Participating Teachers shall notify his/her immediate supervisor. Disclosure of the specific focus area is not required.

10.6.3 A Voluntary Participating Teacher who has received a "Needs Improvement" in one or more areas of his/her final evaluations may be given greater consideration for assistance.

- 10.6.4 The purpose of participation in the Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Participating Teacher. The Voluntary Participating Teacher may terminate his or her participation in the Program at any time.
- 10.6.5 Neither the Consulting Teacher nor the PAR Committee will forward to the Superintendent the names of Voluntary Participating Teachers.
- 10.6.6 All communications between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential. Without the written consent of the Voluntary Participating Teacher, such communication shall not be shared with others (this includes, but is not limited to, the site Administrator, the evaluator, or the PAR Committee).

### **Consulting Teachers (CT)**

- 10.7 The qualifications for the Consulting Teacher shall, at a minimum, include:
  - 10.7.1 A “Teacher” with permanent status.
  - 10.7.2 Substantial (at least 5 years) recent experience in relevant instruction.
  - 10.7.3 Demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, knowledge and commitment to SLOCOE curricular goals and standards, the California Standards for the teaching profession, and mastery of a range of teaching strategies necessary to meet the needs of the pupils in different contexts.
  - 10.7.4 Ability to work cooperatively and effectively with other teachers and administrators, demonstrated effective leadership skills, and experience in working on school or SLOCOE committees.
  - 10.7.5 Ability to communicate effectively orally and in writing.
- 10.8 Each applicant interested in serving as a Consulting Teacher must provide a letter of interest, resume, and two letters of recommendation from individuals with specific knowledge of his or her qualifications, as follows:
  - 10.8.1 One reference from a SLOCOE Administrator or immediate supervisor.
  - 10.8.2 One from another “Teacher” or another member of the educational community.  
All applications and references shall be treated with confidentiality. References shall be submitted directly to the Human Resources Department by the author of the reference.

- 10.9 Consulting Teachers shall be selected by a consensus vote of the PAR Panel after a minimum of two (2) representative(s) of the PAR Panel have conducted a classroom observation and interview with each of the candidates. At least one teacher and one administrator shall participate in the classroom observation.
- 10.10 The term of the Consulting Teacher shall be one (1) year. The current Consulting Teacher may reapply for the position.
- 10.11 Release time and/or additional compensation will be awarded to the Consulting Teacher(s) by the PAR Panel based upon the number of the program participants. This position(s) may be designated by the PAR Panel as full or part-time.
- 10.12 Consulting Teacher(s) essential functions shall include, but are not limited to:
- 10.12.1 Assist Voluntary and Mandatory Participating Teachers by demonstrating, observing, coaching, conferencing, referring, or by other activities which, in their professional judgment, will assist the Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Administrator.
  - 10.12.2 Assist the Mandatory Participating Teacher in remedying the specific areas recommended for improvement by the evaluating Administrator by meeting with the Mandatory Participating Teacher to develop a plan to assist the teacher in complying with the Performance Improvement Plan and to develop a process for assessing the teacher's participation in the Program.
  - 10.12.3 Conduct multiple informal observations of the Mandatory Participating Teacher during the performance of his/her job responsibilities, and a minimum of two formal observations with both Pre-Observation and Post-Observation Conferences.
  - 10.12.4 Monitor the progress of the Participating Teacher with an unsatisfactory designation in one or more areas on his/her final evaluation and shall provide periodic written reports to the teacher for discussion and review.

A "draft" copy of the Consulting Teacher's report shall be submitted to and discussed with the Mandatory Participating Teacher. The Mandatory Participating Teacher shall have ten (10) days to submit written comments to the Consulting Teacher before the report is finalized and presented to the teacher for signature. The Mandatory Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the PAR Committee. The Mandatory Participating Teacher with an unsatisfactory evaluation shall have the right to submit a written response, within ten (10) working days, and have it attached to the final report.

### **Other Provisions**

- 10.13 Functions performed by unit members as Consulting Teachers or members of the PAR Committee pursuant to this Article shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m). Such unit members shall continue to enjoy all rights afforded to other bargaining unit members.
- 10.14 Unit members who perform functions as Consulting Teachers or PAR Committee members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the California Government Code.
- 10.15 All documents and information relating to a specific employee's participation in this Program is regarded as a personnel matter. Such records are, therefore, exempt from disclosure under the California Public Records Act (Government Code Section 6250, et seq.) as a personnel record.
- 10.15.1 The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
- 10.15.2 The selection process for Consulting Teachers, to the extent it contains records related to identifiable individuals, will be treated as confidential and will not be disclosed except as required by law.
- 10.15.3 All documents related to the Program will be filed by the Human Resources Department separately from an individual's personnel file.
- 10.16 This Article shall not be grievable. Any claims that the Article has not been properly implemented shall be presented in writing to the PAR Committee with copies to the SLOCOE and SLOCEA. Any such claim shall be addressed in the annual report.
- 10.17 Expenditures for this Program shall not exceed the revenue received under AB-XXI .
- 10.18 Nothing in this Article shall, in any way, modify or affect the rights of the SLOCOE under provisions of the Education Code relating to the employment, classification, retention, non-reelection, or release of certificated employees.

## **ARTICLE XI**

### **SAFETY CONDITIONS OF EMPLOYMENT**

- 11.1 Employees of the San Luis Obispo County Office of Education shall be safety conscious in their own conduct and actions and shall cooperate with the Employer in the implementation of its safety program.  
The following best practices shall be followed at Community Schools:
  - 11.1.1 Classroom doors shall remain locked during the school day.
  - 11.1.2 All staff will carry a working radio at all times.
  - 11.1.3 It is the teacher's right upon his/her personal safety being threatened by a student to request the student be searched prior to entering the school. Searches cannot be random or arbitrary and will follow SLOCOE's Search and Seizure Policy #5145.12 (Referenced in Appendix) Searches must meet the legal standard of reasonable suspicion. Reasonable suspicion shall be based on the specific and objective facts that the search will produce evidence related to the alleged violation. Administration will determine whether the request meets this legal standard and proceed accordingly.
- 11.2 Employees shall report any unsafe or unhealthy conditions directly to their supervisors without reprisal.
  - 11.2.1 Upon reporting any unsafe or unhealthy conditions, the SLOCOE shall respond or report back in writing to the reporter within three working days. The report will contain either the action or the planned action.
- 11.3 The Certificated unit shall have representation on the SLOCOE safety committee. The committee shall:
  - 11.3.1 Meet on a monthly basis on release time to review any accident reports and make recommendations for new programs of in-service safety training.
  - 11.3.2 Receive and review reports of possible dangerous situations and make recommendations to the proper person for corrective action.
  - 11.3.3 Determine which safety equipment is reasonably necessary or required to be furnished by the Employer.

- 11.4 The Employer shall not discipline an employee for the proper exercise of physical control over a student unless an investigation shows that the employee exceeded his or her authority under the provisions of Education Code Section 44807 or violated the provisions of Education Code Section 49001. The Employer will make training in the area of student control available.

## **ARTICLE XII**

### **EMPLOYEE/MANAGEMENT RIGHTS TO INFORMATION AND COMMUNICATIONS**

- 12.1 The Association's Bargaining Team shall be granted reasonable release time for negotiating without loss of compensation.
- 12.2 The Association shall have the right to:
  - 12.2.1 Access at reasonable times employee work areas.
  - 12.2.2 Use the County Office of Education's mailboxes and duplication machines.
  - 12.2.3 Use other reasonable means of communication with employees.
  - 12.2.4 Release time for the Association President or designee to represent Bargaining Unit Members and to attend County Board of Education meetings. Substitute costs will be borne by the Employer.
  - 12.2.5 Twelve days leave for Association business per school year. Written notification shall be provided to the Superintendent as soon as the need is known. The Association shall reimburse SLOCOE for the cost of substitutes secured while the employee is on leave at the substitute rate of pay.
- 12.3 The Employer will provide the Association with a complete Board agenda and minutes prior to the Board meetings, public information (class size, statistical reports, budgetary information, etc.), and relevant fiscal information provided to the State Department of Education. The costs of duplication of documents shall be borne by the Association.
- 12.4 There will be payroll deduction of Association dues upon receipt of a signed authorization from a certificated employee. This authorization may be canceled by giving a 30-day written notice to the Employer and the Association. An employee may modify the authorization once each school year. Should an employee modify the authorization a second, or subsequent time, there shall be a \$5.00 processing fee, to be paid by the Exclusive Representative.
  - 12.4.1 "Any bargaining unit member who is not a member of the Association shall pay to the Association a fee in an amount equal to membership dues, payable to the Association in the same manner as required for payment of membership dues. In the event that a bargaining unit member does not pay such fee directly to the Association, the Association shall so inform the Employer, and the Employer shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for such mandatory agency fee deductions."



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

- a. National Institute of Mental Health
- b. Ronald McDonald House
- c. National Breast Cancer Foundation Incorporated

To receive a religious exemption, the bargaining unit member must submit a detailed written statement establishing the basis for religious exemption. The Association executive board shall communicate in writing to the bargaining unit member its acceptance or rejection of the exemption. If accepted, the bargaining unit member shall make the payment to one of the charities named above. Such payment shall be made on or before November 30. Proof of payment shall be made on annual basis to the Association and the Employer as a condition of continued exemption from the payment of agency fee. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof shall be presented on November 30.

12.4.3 “With respect to all sums deducted by the Employer pursuant to this Article, whether for membership dues or agency fee, the Employer agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of bargaining unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. This list shall be provided a minimum of once annually, as soon as possible after the start of the school year but no later than September 10th. The Association and the Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.”

12.5 The Association and the County Superintendent of Schools recognizes and supports the San Luis Obispo County Office of Education’s Vision, statement, Mission statement, Organizational Philosophy, and Standards and Expectations for staff.

12.5.1 All employees have a shared responsibility to create and maintain a positive climate within the workplace. To this end, the following standards and expectations shall apply to all staff in the performance of their duties:

- Treat each individual with dignity and worth.
- Assist each individual to realize her/his greatest potential in the use of talent and skills.
- Support teamwork and initiative.
- Interact with others in a professional, responsible, and respectful manner.
- Promote high expectations for performance and accountability to achieve established goals.
- Value quality, excellence, and continuous improvement.
- Support innovation and creativity.
- Model and promote clear, frequent, and honest communication within the organization.
- Recognize and reward excellence in performance.
- Utilize participatory decision-making and problem solving.

12.5.2 It is of mutual interest that the San Luis Obispo County Office of Education be competitive in attracting and hiring qualified teachers through salary, benefits, and work environment. It is also of mutual interest that the County Office of Education be equally competitive in retaining qualified teachers by adherence to the Standards and Expectations for staff.

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### **13.1 Definitions**

13.1.1 "Grievance" shall mean an allegation by an employee that there has been a violation of one or more express provisions of this Agreement. No issues outside this contract may be subject to the grievance procedure.

13.1.2 "Grievant" shall mean an employee who is a member of the bargaining unit. The Association may grieve, with written authorization, on behalf of a unit member.

13.1.3 "Day" shall mean a day when the County Office of Education is normally open for business.

13.1.4 "Immediate supervisor" is the administrator having immediate jurisdiction over the grievant.

13.2. The grievant may elect to be represented by the Exclusive Representative at all formal levels of the grievance procedure and must inform the Employer in writing of such election prior to the first meeting.

13.2.1 The grievant, a designated bargaining unit representative, and witnesses, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are mutually scheduled by the Employer and the Exclusive Representative.

13.2.2 An employee may present a grievance to the Employer and have such grievance adjusted without the intervention of the Exclusive Representative.

- Any adjustment shall not be inconsistent with the terms of this Agreement.
- The Employer shall not agree to a resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

13.2.3 At all levels of the grievance procedure, the grievant shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

13.3 Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceeding.

Once a grievance has been resolved, or a final decision rendered, a grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

- 13.4 The grievant may request an extension of the timeline if the time limit is extended beyond her/his work year. Failure of the grievant or the grievant's representative to adhere to the time limits of this Article shall constitute waiver of the grievance and acceptance of the Employer's action or decision at the appropriate level.
- 13.5 No reprisal will be taken by the Employer against any grievant or participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance, except decisions which affect the employee's employment status, shall be filed separately from the personnel file of the grievant or any participant.
- 13.6 Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the Employer.

#### **Formal Level One**

- 13.7 An employee may discuss any grievance with the immediate supervisor by requesting a meeting in writing within 10 days of the alleged violation. The immediate supervisor shall attempt to adjust the grievance and shall respond verbally within two days of the meeting.

#### **Formal Level Two**

- 13.8 Within 10 days of the occurrence or of first knowledge of the occurrence of the alleged violation of the Agreement, or within 10 days of the Level One meeting, the grievant shall present the grievance in writing to the immediate supervisor.

13.8.1 The written grievance shall contain the following minimum information:

- The grievant's name.
- The date of filing.
- The date of the alleged violation.
- The specific Article(s) or section(s) violated.
- A brief description of the alleged violation.
- A brief synopsis of the informal conference.
- The specific relief requested.

13.8.2 Grievances not containing the required information shall be rejected as being improperly filed.

13.8.3 The grievant may request a conference with the immediate supervisor. The conference shall be held within 10 days of the request.

13.8.4 Within 10 days of receipt of the grievance by the supervisor or within 10 days of the conference, if one is requested, a written decision shall be issued to the grievant. If the supervisor does not respond within the time limit, the grievance is denied and the grievant may appeal to the next level.

### **Formal Level Three**

13.9 In the event that the grievance is denied at Level Two, a written appeal to the Superintendent or designated representative shall be filed within 10 days of the issuance of the Level One denial decision.

13.9.1 The appeal shall contain all materials utilized in the prior level, including the decision rendered, if any, and a specific and concise statement of the reason for the appeal.

13.9.2 No new information, statements, or charges, if known at an earlier level, may be introduced by the grievant in any appeal. The issue shall be determined on the basis of one, and only one, set of facts and allegations.

13.9.3 The Superintendent or designated representative shall meet with the grievant within 10 days of the receipt of the appeal.

- The Superintendent or designee shall, within 10 days of the meeting, issue a written decision which shall be final and binding on the parties.
- Nothing contained herein shall deny an employee the right to seek judicial review.

## ARTICLE XIV

### CONCLUSION

#### **Completion of Negotiations**

- 14.1 This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. Any matter or subject not herein covered has been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement.

#### **Past Practices**

- 14.2 The specific provisions of this Agreement shall prevail over any past practice or procedure of the Employer.

14.2.1 Since prior to the ratification of this Agreement, any past practice or procedure of the Employer was discretionary on the part of the Employer subject to Board policy, in the absence of a specific provision in this Agreement, any past practice or procedure is agreed to continue to be discretionary on the part of the Employer.

14.2.2 When references are made to statutes (e.g., Education Code), such references are informational only and do not subject the provisions of such statutes to the grievance processes of this Agreement.

- 14.3 It is agreed and understood that the Employer retains all rights, powers, prerogatives, privileges, duties, and authorities vested in it by any source to manage, control, and direct the operation and affairs of the Employer except to the extent that such rights, powers, prerogatives, privileges, duties, and authorities are limited by express terms of this Agreement. The exercise of the rights, powers, prerogatives, privileges, duties, and authorities 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 express terms of the Agreement.

#### **Severability**

- 14.4 In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall meet to negotiate over the affected provision(s).

#### **Continuation of Economic Benefits**

- 14.5 Upon expiration of this Agreement, or of any interim salary or fringe benefit payment Article, employees who are reemployed for the following year shall be paid the same salary as for the final (or interim) year of the Agreement, and Employer contributions for

fringe benefits shall remain the same, until such time as a new Agreement is ratified by the parties or the duty to bargain has been completed.

### **Duration of Agreement**

14.6 This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2021, at which time this Agreement shall expire and become null and void. For contract years 2018-2019 and 2019-2020, the parties may each re-open two (2) Articles. Article III – Salary will remain closed for 2018-19 and 2019-20.

14.6.1 The parties recognize the possibility that the Superintendent's ability to meet certain obligations set forth in this Agreement may be impaired, restricted, or limited by statutory or constitutional changes of which effects would reduce state and/or local income.

a. Should the Superintendent determine that such a situation has occurred and take action to implement modification of any provisions of this Agreement, the Superintendent shall notify the Exclusive Representative.

b. The Exclusive Representative shall have the right to negotiate the effect of such a modification only if it serves written notice to the Superintendent within five days of notice to the Exclusive Representative.

14.6.2 The parties agree that the salary schedules are attached as Appendix A1-A4.

### **ACCEPTED AND RATIFIED**

By their signatures below, the signatories certify that they are authorized representatives of either the Employer or the Exclusive Representative as the contracting parties; that all actions necessary for the Employer or the Exclusive Representative to ratify and accept this Agreement as a binding and bilateral agreement have been completed in the manner required by that party and the law; and that this Agreement is hereby entered into without the need for further ratification and acceptance.

**SAN LUIS OBISPO COUNTY  
SUPERINTENDENT OF SCHOOLS**

  
\_\_\_\_\_  
**THOMAS E. ALVAREZ, CHRO**

DATE: 4/16/18

**SAN LUIS OBISPO COUNTY  
EDUCATION ASSOCIATION, CTA/NEA**

  
\_\_\_\_\_  
**JEANNE BUCHANAN, President**

DATE: 4/16/18

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

## Appendix A-1

**San Luis Obispo County Office of Education  
Teacher/Therapist/School Nurse Salary Schedule  
2018-2019**

	Pre-Credential	Column I	Column II	Column III	
	(Emergency/ Provisional)	B.A. < 45 Semester units Fully Credentialed	B.A. + 45 Semester units or M.A. Fully Credentialed	B.A. + 60 Semester units or MA + 15 Semester units Fully Credentialed	
STEP	Annual	Annual	Annual	Annual	STEP
1	\$45,026	\$46,151	\$46,151	\$46,151	1
2	\$45,701	\$46,844	\$47,305	\$47,536	2
3	\$45,880	\$47,027	\$48,203	\$49,407	3
4	\$48,103	\$49,305	\$50,537	\$51,802	4
5	\$50,347	\$51,606	\$52,897	\$54,219	5
6		\$53,882	\$55,230	\$56,612	6
7		\$56,190	\$57,595	\$59,036	7
8		\$58,463	\$59,924	\$61,423	8
9		\$60,736	\$62,254	\$63,812	9
10		\$63,041	\$64,617	\$66,233	10
11			\$66,555	\$68,219	11
12			\$68,553	\$70,267	12
13			\$70,609	\$72,374	13
14			\$72,727	\$74,546	14
15			\$74,909	\$76,782	15
16			\$77,156	\$79,085	16
17			\$79,471	\$81,459	17
18			\$81,854	\$83,901	18
19			\$84,312	\$86,419	19
20			\$86,840	\$89,011	20

Minimum Teacher pay per The Education Code is \$34,000.

Based on 186 duty days including 3 staff development days.

7 hour daily work schedule

\$600 annually will be awarded for a Doctorate from an accredited university or college as recognized by the U.S. Department of Education.

**Approved by the County Superintendent of Schools**

  
James J. Brescia, Ed. D.

  
Date

Board Approved 5/3/18 - 1% Increase

S:\Payroll\SLOCOE Salary Schedules\Teacher Therapist Sch Nurse.xlsx  
2018/19  
5/16/2018



SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

## Appendix A-2

**San Luis Obispo County Office of Education  
Counselor Salary Schedule  
2018-2019**

	Pre-Credential	Column I	Column II	Column III	
	(Emergency/ Provisional)	B.A. < 45 Semester units Fully Credentialed	B.A. + 45 Semester units or M.A. Fully Credentialed	B.A. + 60 Semester units or MA + 15 Semester units Fully Credentialed	
STEP	Annual	Annual	Annual	Annual	STEP
1	\$47,204	\$48,384	\$48,384	\$48,384	1
2	\$47,913	\$49,110	\$49,594	\$49,836	2
3	\$48,100	\$49,302	\$50,534	\$51,799	3
4	\$50,429	\$51,691	\$52,983	\$54,308	4
5	\$52,784	\$54,103	\$55,456	\$56,842	5
6		\$56,490	\$57,903	\$59,351	6
7		\$58,908	\$60,382	\$61,892	7
8		\$61,292	\$62,824	\$64,395	8
9		\$63,674	\$65,267	\$66,898	9
10		\$66,091	\$67,744	\$69,438	10
11			\$69,776	\$71,520	11
12			\$71,870	\$73,666	12
13			\$74,026	\$75,876	13
14			\$76,246	\$78,153	14
15			\$78,534	\$80,497	15
16			\$80,890	\$82,912	16
17			\$83,317	\$85,400	17
18			\$85,816	\$87,961	18
19			\$88,390	\$90,600	19
20			\$91,041	\$93,318	20

Minimum Teacher pay per The Education Code is \$34,000.  
Based on 195 duty days including 3 staff development days,  
7 hour daily work schedule

\$600 annually will be awarded for a Doctorate from an accredited university or college as recognized by the U.S. Department of Education.

**Approved by the County Superintendent of Schools**

  
James J. Brescia, Ed.D.

5/16/18

Date

Board Approved 5/3/18 - 1% increase effective 7/1/18

S:\Payroll\SLOCOE Salary Schedules\Counselor.xlsx  
2018-19  
5/16/2018

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

Appendix A-3

San Luis Obispo County Office of Education  
First Five Preschool Program  
2018-2019

**First Five Preschool Program Supervisor**

Annual salary based on 181 work days, 5 hours per day.

Step 1	Step 1		Step 2	Step 2		Step 3	Step 3
Annual	Hourly		Annual	Hourly		Annual	Hourly
\$ 29,905	\$ 33.04		\$ 31,389	\$ 34.68		\$ 32,957	\$ 36.42

**First Five Preschool Teacher**

Annual salary based on 181 work days, 4.5 hours per day.

Step 1	Step 1		Step 2	Step 2		Step 3	Step 3
Annual	Hourly		Annual	Hourly		Annual	Hourly
\$ 21,540	\$ 26.45		\$ 22,602	\$ 27.74		\$ 23,732	\$ 29.14

\$600 annually will be awarded for a Doctorate from an accredited university or college as recognized by the U.S. Department of Education.

Approved by the County Superintendent of Schools

  
James J. Brescia, Ed. D. 5/16/18  
Date

Board Approved 5/3/18 - 1% Increase

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

**APPENDIX A-4**

**SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
STATE PRESCHOOL SALARY SCHEDULE  
2018-2019**

Years w/SLOCOE	40 Sem. Units*		80 Sem. Units		B.A. / B.S. or 120 Sem Units		B.A./B.S. + 15 Sem.Units or 135 Sem Units		B.A./B.S. + 30 Sem.Units or 150 Sem Units		Years w/SLOCOE
	I Annual	I Hourly	II Annual	II Hourly	III Annual	III Hourly	IV Annual	IV Hourly	V Annual	V Hourly	
1	\$38,377	\$26.95	\$39,185	\$27.52	\$39,993	\$28.09	\$40,801	\$28.65	\$41,609	\$29.22	1
2	\$40,278	\$28.29	\$41,086	\$28.85	\$41,894	\$29.42	\$42,687	\$29.98	\$43,510	\$30.55	2
3	\$42,298	\$29.70	\$43,121	\$30.28	\$43,929	\$30.85	\$44,721	\$31.41	\$45,544	\$31.98	3
4	\$44,407	\$31.19	\$45,230	\$31.76	\$46,023	\$32.32	\$46,846	\$32.90	\$47,669	\$33.48	4
5	\$44,407	\$31.19	\$45,230	\$31.76	\$46,023	\$32.32	\$46,846	\$32.90	\$47,669	\$33.48	5
6	\$44,407	\$31.19	\$45,230	\$31.76	\$46,023	\$32.32	\$46,846	\$32.90	\$47,669	\$33.48	6
7	\$45,246	\$31.77	\$46,068	\$32.35	\$46,906	\$32.94	\$47,729	\$33.52	\$48,567	\$34.10	7
8	\$45,246	\$31.77	\$46,068	\$32.35	\$46,906	\$32.94	\$47,729	\$33.52	\$48,567	\$34.10	8
9	\$45,246	\$31.77	\$46,068	\$32.35	\$46,906	\$32.94	\$47,729	\$33.52	\$48,567	\$34.10	9
10	\$46,068	\$32.35	\$46,936	\$32.96	\$47,759	\$33.54	\$48,626	\$34.15	\$49,434	\$34.71	10
11	\$47,400	\$33.29	\$48,267	\$33.90	\$49,120	\$34.49	\$50,003	\$35.11	\$50,857	\$35.71	11
12	\$47,400	\$33.29	\$48,267	\$33.90	\$49,120	\$34.49	\$50,003	\$35.11	\$50,857	\$35.71	12
13	\$47,400	\$33.29	\$48,267	\$33.90	\$49,120	\$34.49	\$50,003	\$35.11	\$50,857	\$35.71	13
14	\$48,343	\$33.95	\$49,241	\$34.58	\$50,107	\$35.18	\$50,991	\$35.80	\$51,874	\$36.43	14

Annual rate based on 178 duty days, 8 hours per day.

\*Column I (40 semester units): is required for Regular Permit (24 ECE + 16 General Education)

Note: Semester units must be approved through the salary schedule advancement process in order to move columns.

\$600 annually will be awarded for a Doctorate from an accredited university or college as recognized by the U.S. Department of Education.

Approved by the County Superintendent of Schools


5/16/18  
 \_\_\_\_\_  
 James J. Brescia, Ed. D. Date

Board Approved 5/3/18 - 1% increase

S:\Payroll\SLOCOE Salary Schedules\State Preschool.xlsx  
2018/19

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

## Appendix B

### SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION

#### SALARY SCHEDULE FOR SUPPLEMENTAL JOB ASSIGNMENTS

2018/19

Hiring Manager	Type	Pay	Comments	Paid by
Paul Piette	Transition Specialist	\$15,000 per year for all students in their region. Numbers not expected to exceed 75.	Monthly community Meetings with student and mentor. More frequent individual assistance as needed.	Time card Monthly \$1,250.00
Anne Stone	TIP Mentor	\$1,500 per teacher mentored	Rate per Teacher Mentored	Yellow Time Sheet
Anne Stone	TIP Induction Special Education Credentialed Mentor	Special Education mentor with like credential. \$300 per teacher mentored	Approximately 4 meetings per year	Yellow Time Sheet
Dan Peverini	Trainer	\$55	Per Hour	Yellow Time Sheet
Anne Stone	Alternative Clear Credential Program Coaches	\$1,500	Rate per Administrator Mentored	Yellow Time Sheet
Educational Support Services	Workshop Presenter-Administrator	\$550	Per workshop day	Yellow Time Sheet
Educational Support Services	Workshop Presenter-Teacher	\$450	Per workshop day	Yellow Time Sheet
SELPA	Workshop Presenter	What presenter charges	Per workshop day	Yellow Time Sheet
SELPA	Workshop Presenter	What presenter charges	Half Day Workshop	Yellow Time Sheet
DJ Pittinger/Katherine Aaron	Evening Parenting Instructors	\$1,000	per 10 week session	Yellow Time Sheet
Educational Support Services	Literacy Expert	\$60	Per Hour	Yellow Time Sheet
Educational Support Services	Early Learning Specialist	\$30	Per Hour	Yellow Time Sheet
Dr. Brescia	Administrative Advisor	\$60	Per Hour	Yellow Time Sheet
Dr. Brescia/Sheldon Smith	Fiscal Advisor	\$85 - \$125	Per Hour	Yellow Time Sheet
All Departments	Panel Interview Participants	Their normal pay per hour worked, or one half their full day pay, whichever is greater. No additional pay if panel is during their normal, paid work day.	"No double dipping"	Yellow Time Sheet

Approved by the County Superintendent of Schools:

KB

Dr. James J. Brescia, Ed.D.

Date

Effective 7/1/18: Fiscal Advisor - Hourly pay revised to \$85-\$125 per hour.

APPENDIX C



San Luis Obispo County Office of Education  
HUMAN RESOURCES DEPARTMENT

**CATASTROPHIC LEAVE  
CERTIFICATED REQUEST FORM**

Name (*print*): \_\_\_\_\_ Position: \_\_\_\_\_

How many days are being requested? \_\_\_\_\_ Site: \_\_\_\_\_

Status (*check one*) Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

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

I hereby request Catastrophic Leave for the following reasons: (attached additional page if necessary) \_\_\_\_\_  
\_\_\_\_\_

I have read the San Luis Obispo County Office of Education's Catastrophic Leave Policy as provided in the CTA Contract (*the full text from the CTA Contract is attached for your reference*) and believe I meet all the eligibility requirements regarding myself and my immediate family (**for the purposes of catastrophic leave, immediate family is defined as:** child, parent, spouse, or registered domestic partner of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a registered domestic partner, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian).

I understand that it is necessary to provide the appropriate written verification from the attending physician stating the catastrophic illness or injury, type of leave needed, and projected length of leave needed (*please attach to this form*). Return this form with attachment(s) to the attention of Beth Summers at the San Luis Obispo County Office of Education Human Resources Department.

If this application is approved (*check one*):

( ) I will solicit donations for leave on my own and want this application kept confidential.

( ) I authorize Human Resources to release only my name to other SLOCOE employees in a request for donation to unit members.

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

Request approved ( )

Request denied ( ) Reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Catastrophic Leave Committee Designee Signature : \_\_\_\_\_

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

*Attachment: CTA Contract-Catastrophic Leave*

**Catastrophic Leave**

8.12 **Section 1 – Eligibility:** A probationary or permanent (temporary employees are not eligible) employee who suffers from a catastrophic injury or illness that is expected to incapacitate the unit member for an extended period of time (more than ten days), or who is required to take time off from work to provide care for an immediate family member who suffers from a catastrophic injury or illness, shall be eligible to receive Catastrophic Leave donations from other unit members subject to the restrictions and conditions outlined below:

8.12.1 Before using donated sick leave, the employee must have exhausted all accrued sick leave.

8.12.2 The Catastrophic Leave Committee determines that the employee is unable to work due to the employee's or his/her family member's catastrophic illness or injury.

8.12.3 The maximum amount of donated leave shall not exceed five school months.

8.13 **Section 2 - Requests for Sick Leave Donation:** An employee who meets the eligibility requirements for Catastrophic Leave may request donation of sick leave from other unit members by submitting a "Catastrophic Leave Request for Donation Form" to the Human Resources Department. The request shall clearly specify the circumstances of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The unit member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. Catastrophic Leave will commence on the same day that the differential sick leave pay calendar begins. The employee will receive full pay, and the employee's differential pay rights will run concurrently with the Catastrophic Leave.

8.13.1 A committee consisting of two Employer representatives and two representatives appointed by the Association shall be established each fiscal year. One member shall serve as recorder. Minutes shall be kept. The committee shall consider all requests for sick leave donations. The committee may grant, partially grant, or reject a request. All deliberations are confidential and the decisions to grant or deny requests shall require mutual agreement. The decision of the committee is final and not grievable. A written copy of the committee's decision shall be provided to the requesting employee, to the Association, and to the Human Resources Department so that the sick leave can be transferred from the unit member donors to the member's account, if necessary.

8.13.2 Requesting employees should apply for donated sick leave prior to exhausting regular sick leave. At no time shall donated sick leave be applied to a pay period that has been closed and for which a pay warrant was issued.

8.13.3 Donated sick leave shall be established in an individual account for the recipient and will be utilized in a sequence that will use one day from each donor before utilizing the second day from each donor. Unused sick leave will be returned to the donor(s).

8.13.4 An employee who uses a donated sick leave day shall be paid at his/her regular daily rate. No distinction shall be made as to the differing pay rates of the donors or recipients.

8.13.5 An employee may not receive the benefits of this leave while receiving monies or leave from Workers' Compensation.

8.14 Section 3 - Donations for Catastrophic Leave:

8.14.1 Donated sick leave may not be used for industrial illness or injury accident.

8.14.2 Donations to the unit member will be made in one-day increments.

8.14.3 Unit members may only donate five (5) days per school year.

8.14.4 A sick leave donor may not donate sick leave that would cause his/her personal accrued sick leave to fall below (10) days.

8.14.5 The donor list shall be confidential.

8.15 Section 4 - Hold Harmless: The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim, or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.

The Association agrees to indemnify and hold harmless the Employer from any loss or damages arising from the implementation of this provision. In the event of any grievance, claim, or lawsuit challenging the legality or enforcement of this provision, the Employer may terminate this provision upon written notice to the Association.

8.16 For the purposes of catastrophic leave, immediate family is defined as child, parent, spouse, or registered domestic partner of the employee. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, a child of a registered domestic partner, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

## Appendix – D1

### **CERTIFICATED STAFF**

#### **Timeline for Evaluating Permanent and Probationary**

<b>PROBATIONARY EMPLOYEES CYCLE (2 Years)</b>	
<b>Activities</b>	<b>Timeline</b>
1. Group Orientation	Within 10 days of hire or the beginning of school, whichever is sooner.
2. Orientation Conference	Prior to October 1
3. Pre-Observation Conference (minimum of two)	One prior to December 20 One prior to March 1
4. Formal Observation ( <i>Form: FOF001</i> )	One prior to January 15 One prior to March 1
5. Post Observation ( <i>Form: FOF001</i> )	Within five working days of Formal Observation
6. Informal Observation Notation ( <i>Form: IOF001</i> ) ( <i>Minimum of two in probationary period</i> )	It is expected that there will be informal contacts throughout the school year including professional observations such as parent conferences, IEPs, student meetings, agency meetings, or other opportunities outside the instructional setting.
7. Summative Report ( <i>Form: SERF001</i> )	Due prior to Summative Conference (30 calendar days before the end of the school year)
8. Self-Evaluation Verification ( <i>Form: SEF001</i> ) 9. Summative Conference	Due on or before April 1
10. Upon successful completion of probation, the first year as a permanent employee, the teacher shall not be formally evaluated.	None.

<b>PERMANENT EMPLOYEES FORMAL EVALUATION</b>	
<b>Activities</b>	<b>Timeline</b>
• Individual Orientation Conference	November 15
• Formal Observation Cycle ( <i>Form: FOF001</i> ) ★	Prior to March 1
• Informal Observation ( <i>Form: IOF001</i> )	Ongoing (see Definitions)
• Self-Evaluation Verification ( <i>Form: SEF001</i> ) • Summative Evaluation -	Due 30 days before the end of the school year



Appendix D2

**CERTIFICATED EVALUATION DEFINITIONS**

*(Alphabetically)*

EVALUATION TERM	DEFINITION/REQUIREMENTS	FORM (IF APPLICABLE)
<b>Data Collection File (Evaluator document)</b>	<ul style="list-style-type: none"> <li>· <i>Data collected by evaluator (e.g., client satisfaction surveys, bulletins, correspondence, observations, etc.)</i></li> <li>· <i>All contents must be signed by both evaluatee and evaluator at the time item is placed in file</i></li> <li>· <i>Signature indicates knowledge only and does not indicate agreement</i></li> <li>· <i>Contents retained through the current 2-year cycle only.</i></li> <li>· <i>New Data Collection File shall be established at the beginning of a new cycle.</i></li> <li>· <i>For a period of two (2) years the evaluator shall keep the data collection file with the exception of the work sample file, which will be kept by the evaluatee.</i></li> <li>· <i>Do not send to Human Resources Department.</i></li> </ul>	
<b>Evaluation Year (Permanent staff only)</b>	<ul style="list-style-type: none"> <li>· <i>School Year/Fiscal Year</i></li> </ul>	
<b>Formal Observation/Contacts</b>	<ul style="list-style-type: none"> <li>· <i>Time of observation/contact to be mutually established</i></li> <li>· <i>Length: Minimum of 30 minutes</i></li> <li>· <i>Post-Observation Conference must be held within five 5 working days following formal observation/contact.</i></li> </ul>	Pre-Observation Data Sheet/Post-Observation Report <i>Form: FOF001</i>
<b>Informal Observation- (2 in probationary period)</b>	<i>It is expected that there will be informal contacts throughout the school year including professional observations such as parent conferences, IEP, student meetings, agency meetings, or other opportunities outside the instructional setting.</i>	Informal Observation/Communication <i>Form: IOF001</i>
<b>Orientation Conference (individual or group)</b>	<ul style="list-style-type: none"> <li>· <i>Purpose: Explain and clarify evaluation system and timelines</i> <i>If hired at start of school, at first staff meeting (Probationary)</i></li> <li>· <i>If hired after the beginning of school, make appointment with Human Resources Director (Probationary)</i></li> <li>· <i>First staff meeting (Permanent)</i></li> </ul>	
<b>Pre-Observation Conference</b>	<ul style="list-style-type: none"> <li>· <i>Purpose to review the lesson plan and mutually establish the focus of the observation based on criteria.</i></li> <li>· <i>Contact may be facilitated by phone conference,</i></li> </ul>	<i>Form: FOF001</i>

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

EVALUATION TERM	DEFINITION/REQUIREMENTS	FORM (IF APPLICABLE)
	<ul style="list-style-type: none"> <li><i>email, fax, or U.S. Mail.</i></li> <li><i>Precedes all formal observations</i></li> </ul>	
<b>Probationary Period</b>	<ul style="list-style-type: none"> <li><i>Two complete consecutive years (Ed. Code 44929.21) (Complete school year for probationary employee, defined in Ed. Code 44908)</i></li> </ul>	
<b>Retention/Re- placement on Evaluation Year Cycle</b>	<i>An employee who is deemed unable or unwilling to meet the SLOCOE's standards will be placed (or retained) on the Evaluation Year Cycle.</i>	
<b>Self Evaluation:</b>	<ul style="list-style-type: none"> <li><i>Pre-Observation Contact</i></li> <li><i>Formal Observations</i></li> <li><i>Post-Observation (feedback) Conference</i></li> <li><i>Other data/input may include:</i> <ul style="list-style-type: none"> <li><i>➤ Informal Classroom Observations</i></li> <li><i>➤ Work Samples</i></li> <li><i>➤ Other Job Specific Data</i></li> </ul> </li> </ul> <p><b><i>Required:</i></b> <i>Verification form certifying self-evaluation must be turned in on or before the Permanent Summative Evaluation Conference. The actual self-evaluation document may be shared with evaluator at the discretion of evaluatee but is not retained in the Data Collection File.</i></p>	<i>Form: SEF001</i>
<b>Summative Evaluation Components</b>	<ol style="list-style-type: none"> <li><i>Written Report</i> <ul style="list-style-type: none"> <li><i>➤ Due at conclusion of formal evaluation</i></li> <li><i>➤ Placed in Personnel File</i></li> </ul> </li> <li><i>Conference</i> <ul style="list-style-type: none"> <li><i>➤ Scheduled at mutually agreed upon time, but not later than 30 days before end of school</i></li> </ul> </li> </ol>	

**CERTIFICATED STAFF**  
**SELF-EVALUATION FORM**

**Appendix-D3**

By my signature below, I certify that I have completed a self-evaluation using the criteria listed on Form SERF001. I understand that the actual self-evaluation may be shared with my evaluator at my discretion (optional), but will not be retained in the Data Collection File.

---

**Employee's Name** *(Please type or Print)*

---

**Social Security No.**

---

**Employee's Signature**

---

**Date**

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
James J. Brescia, Ed.D., Superintendent

Appendix – D4

**CERTIFICATED STAFF EVALUATION FORM**

**Evaluatee:**

**Classification:**

**Department:**

**Rating Period:**

**OVERALL EVALUATION RATING**

(Complete all three pages)

Check one:

☐ **Formal Evaluation**

☐ **Temporary**

The employee is to be given a general rating which is felt to best describe his/her overall performance. Comments in support of the rating should be included.

**PROBATIONARY:**

☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.

☐ 2. The employee is not meeting the standards and requirements of the San Luis Obispo County Office of Education. The employee will not be recommended for employment/reemployment.

**PERMANENT:**

☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.

☐ 2. At this time the permanent employee's overall performance is deficient in meeting the standards and requirements of the San Luis Obispo County Office of Education. The employee exhibits potential for improvement and will be placed/or continue on formal evaluation.

☐ 3. At this time, the permanent employee has an unsatisfactory evaluation in one or more areas of subject matter knowledge, instructional strategies, or classroom management, and is referred to the Peer Assistance and Review Program. The employee will be placed/or continue on formal evaluation.

☐ 4. The employee is not meeting the standards and requirements of the San Luis Obispo County Office of Education. The employee will not be recommended for employment/reemployment.

**NOTE: Prior to completing the final probationary evaluation, the supervisor must review the evaluation with the Human Resources Director. To Schedule an appointment with the Human Resources Director, call the Human Resources Division Secretary at 782-7233.**

**Narrative Summary Evaluation:**

**Response:** (Employee has the right to initiate a written rebuttal to the performance appraisal within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Evaluatee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance appraisal does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance appraisal and has been given the opportunity for discussion, comments, and written response.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**HR Director Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Original: Personnel Department    Copy: Employee    Copy: Personnel File

**Appendix- D5**

**CERTIFICATED  
SUMMATIVE EVALUATION REPORT FORM**

**DIRECTIONS:** Place a check mark on the appropriate line for the rating of each criterion. A comment space has been provided. Use of this space is encouraged. When a Distinguished or Unsatisfactory rating is given, comments must be written. Each criterion is to be rated.

**DEFINITIONS:** **Distinguished:** There is evidence that this effective behavior and/or professional responsibilities exceeds expectations.

**Accomplished:** There is evidence that this effective behavior and/or professional responsibilities is consistently exhibited.

**Growth Area:** There is evidence that many of the components of effective behavior and/or professional responsibilities have not been met yet, growth is needed.

**Unsatisfactory:** There is evidence that this effective behavior and/or professional responsibilities is not exhibited with any degree of quality.

CRITERIA	LEVELS OF PERFORMANCE ( <i>MARK ONE</i> )							
PERFORMANCE AREA I: PLANNING	DISTINGUISHED	X	ACCOMPLISHED	X	GROWTH AREA	X	UNSATISFACTORY	X
1. Demonstrates effective planning skills.	Demonstrates flexibility and creativity within an overall plan.	<input type="checkbox"/>	Plans the use of teaching resources including time, materials, and equipment effectively.	<input type="checkbox"/>	Plans the use of teaching resources ineffectively.	<input type="checkbox"/>	Does not plan the use of teaching resources.	<input type="checkbox"/>
Comments:								
2. Displays a thorough knowledge of prescribed curriculum.	Shows initiative and leadership in the review and development of curriculum.	<input type="checkbox"/>	Learning content relates to approved curriculum	<input type="checkbox"/>	Learning content is marginally related to approved curriculum.	<input type="checkbox"/>	Learning content does not reflect approved curriculum.	<input type="checkbox"/>
Comments:								
3. Provides opportunities for individual differences.	Diagnoses individual student learning styles and provides instruction accordingly.	<input type="checkbox"/>	Provides for individual rates of learning and student capabilities.	<input type="checkbox"/>	Shows little concern for individual differences.	<input type="checkbox"/>	Does not provide for individual differences.	<input type="checkbox"/>
Comments:								
4. Sets high expectations for student achievement.	Uses student achievement data daily for setting high expectations for student achievement.	<input type="checkbox"/>	Effectively sets high expectations for student achievement.	<input type="checkbox"/>	Uses data about student achievement which is marginal when setting expectations.	<input type="checkbox"/>	Does not set high expectations for student achievement.	<input type="checkbox"/>
Comments:								
PERFORMANCE AREA II INSTRUCTION	DISTINGUISHED	X	ACCOMPLISHED	X	GROWTH AREA	X	UNSATISFACTORY	X
5. Implements the lesson plan.	Implements the lesson plan in a manner that could serve as an exemplary model.	<input type="checkbox"/>	Implements the lesson plan effectively.	<input type="checkbox"/>	Marginally implements the lesson plan.	<input type="checkbox"/>	Inappropriately implements the lesson plan.	<input type="checkbox"/>
Comments:								
6. Motivates students.	Motivates students to	<input type="checkbox"/>	Clearly motivates	<input type="checkbox"/>	Inconsistently	<input type="checkbox"/>	Unrealistic	<input type="checkbox"/>

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	achieve beyond previous performance levels.		students to perform assigned tasks according to their abilities.		requires students to perform according to their abilities.		expectations dissuade students from performing to their abilities.	
Comments:								
7. Communicates effectively with the students.	Uses a variety of verbal and nonverbal techniques effectively	<input type="checkbox"/>	Communications are clear and relevant dialogue is encouraged.	<input type="checkbox"/>	Communications are clear but student input is not encouraged.	<input type="checkbox"/>	Communications are unclear; students appear confused.	<input type="checkbox"/>
Comments:								
<b>PERFORMANCE AREA III MANAGEMENT</b>	<b>DISTINGUISHED</b>	<b>X</b>	<b>ACCOMPLISHED</b>	<b>X</b>	<b>GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY</b>	<b>X</b>
8. Organizes the classroom for effective use of instructional time and resources.	Demonstrates exemplary individual and collaborative use of time, materials, and resources	<input type="checkbox"/>	Utilizes carefully structured instructional practices to organize the classroom environment.	<input type="checkbox"/>	Organization is evident only occasionally.	<input type="checkbox"/>	Organization is ineffective.	<input type="checkbox"/>
Comments:								
9. Sets high standards for student behavior.	Promotes student self-management.	<input type="checkbox"/>	Establishes rules which are fair.	<input type="checkbox"/>	Inconsistently sets high standards for student behavior.	<input type="checkbox"/>	Does not set high standards for student behavior.	<input type="checkbox"/>
Comments:								
10. Meets established standards for student performance.	Concentrates on high standards for <u>all</u> students to meet.	<input type="checkbox"/>	Challenges <u>all</u> students to meet performance standards.	<input type="checkbox"/>	Occasionally meets established standards for student performance.	<input type="checkbox"/>	Does not attempt to meet established standards.	<input type="checkbox"/>
Comments:								
<b>PERFORMANCE AREA IV POSITIVE INTERPERSONAL RELATIONS</b>	<b>DISTINGUISHED</b>	<b>X</b>	<b>ACCOMPLISHED</b>	<b>X</b>	<b>GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY</b>	<b>X</b>
11. Demonstrates effective interpersonal relationships	Involves students in activities to create an understanding and acceptance of all individuals.	<input type="checkbox"/>	Maintains effective interpersonal relationships with others.	<input type="checkbox"/>	Intermittently demonstrates effective interpersonal relationships.	<input type="checkbox"/>	Does not demonstrate effective interpersonal relationships.	<input type="checkbox"/>
Comments:								
12. Promotes positive self-concept, responsibility, and self-discipline in students.	Encourages all students to demonstrate responsible behaviors in a wide variety of settings.	<input type="checkbox"/>	Provides opportunities for students to demonstrate positive self-concept, responsibility, and self-discipline.	<input type="checkbox"/>	Inconsistently provides opportunities for students to demonstrate positive self-concept, responsibility, and self-discipline.	<input type="checkbox"/>	Discourages students from being self-disciplined through constant exposure to activities requiring supervision.	<input type="checkbox"/>
Comments:								
<b>PERFORMANCE AREA V PROFESSIONAL RESPONSIBILITIES</b>	<b>DISTINGUISHED</b>	<b>X</b>	<b>ACCOMPLISHED</b>	<b>X</b>	<b>GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY</b>	<b>X</b>
13. Demonstrates collegial teamwork and collaboration.	Promotes collegial teamwork and	<input type="checkbox"/>	Regularly participates as a team member.	<input type="checkbox"/>	Habitually needs to be reminded about	<input type="checkbox"/>	Does not participate in teamwork activities.	<input type="checkbox"/>

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	collaboration with others				collegial teamwork and collaboration.			
Comments:								
14. Supports organizational regulations and policies.	Informs, participates, and assists in the development and review of regulations and policies.	<input type="checkbox"/>	Supports all regulations and policies.	<input type="checkbox"/>	Intermittently supports regulations and policies.	<input type="checkbox"/>	Openly refuses to comply with regulations and policies.	<input type="checkbox"/>
Comments:								
15. Effectively utilizes professional growth opportunities.	Initiates and encourages other staff members to utilize professional growth opportunities.	<input type="checkbox"/>	Seeks out and voluntarily participates in relevant professional growth opportunities.	<input type="checkbox"/>	Is involved in professional growth opportunities when directed.	<input type="checkbox"/>	Shows no interest in professional growth opportunities.	<input type="checkbox"/>
Comments:								

**Evaluatee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance appraisal does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance appraisal and has been given the opportunity for discussion and written comment. The employee has the right to initiate a written rebuttal to all or part of the performance appraisal within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_





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Julian D. Crocker, Superintendent

**Appendix-D7**

**CERTIFICATED STAFF**

**INFORMAL OBSERVATION/COMMUNICATION FORM**

**School:**            **Teacher:**            **Period/Time:**            **Date:**

\_\_\_\_\_  
Supervisor's Signature

Original-Teacher

Copy-Supervisor

**CRITERIA**

**Performance Area I, Planning:**

- Demonstrates effective planning
- Displays a thorough knowledge of prescribed curriculum
- Provides opportunities for individual differences
- Sets high expectations for student achievement

**Performance Area II, Instruction:**

- Implements the lesson plan
- Motivates students
- Communicates effectively with the students

**Performance Area III, Management:**

- Organizes the classroom for effective use of instructional time and resources
- Sets high standards for student behavior
- Meets established standards for student performance

- Demonstrates collegial teamwork and collaboration
- Supports organizational regulations and policies
- Effectively utilizes professional growth opportunities

**CRITERIA**

**Performance Area IV, Positive Interpersonal Relations:**

- Demonstrates effective interpersonal relationships
- Promotes positive self-concept, responsibility, and self-discipline in students

**Performance Area V, Professional Responsibilities:**

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Julian D. Crocker, Superintendent

**Appendix-D8**

**CERTIFICATED STAFF**  
**PERFORMANCE IMPROVEMENT PLAN**

**Evaluatee**

**Assignment**

**Date**

**Performance area needing improvement:**  
*(Check one)*

☐

**Planning**

☐

**Instruction**

☐

**Management**

☐

**Positive Interpersonal Relations**

☐

**Professional Responsibilities**

**Criterion from Summative Evaluation Report on  
Performance Improvement Plan is based:**

**I. GOAL (General Intent)**  
**(Focus statement is necessary for “Needs Improvement.”)**

**II. ACTIVITIES (Specific & Measurable)**  
**TIMELINE**

*(Sequence activities, and indicate when it will be addressed  
or completed.)*

**Timeline**

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**This PIP was:**

- ☐ **Fully Accomplished**  
☐ **Partially Accomplished**  
☐ **Not Accomplished**

**EVALUATOR'S COMMENTS:**

*(Include reference to and comments regarding evidence that the PIP was met in the comments above.)*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**EVALUATEE'S COMMENTS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**CERTIFICATED STAFF**

**Appendix D-9**

**Timeline for Evaluating Permanent and Probationary**

<b>PROBATIONARY EMPLOYEES CYCLE (2 Years)</b>	
<b>Activities</b>	<b>Timeline</b>
1. Group Orientation	Within 10 days of hire or the beginning of school, whichever is sooner.
2. Orientation Conference	Prior to October 1
3. Pre-Observation Conference (minimum of two)	One prior to December 20 One prior to March 1
4. Formal Observation ( <i>Form: FOF001</i> )	One prior to January 15 One prior to March 1
5. Post Observation ( <i>Form: FOF001</i> )	Within five working days of Formal Observation
6. Informal Observation Notation ( <i>Form: IOF001</i> ) ( <i>Minimum of two in probationary period</i> )	It is expected that there will be informal contacts throughout the school year including professional observations such as parent conferences, IEPs, student meetings, agency meetings, or other opportunities outside the instructional setting.
7. Summative Report ( <i>Form: SERF001</i> )	Due prior to Summative Conference (30 calendar days before the end of the school year)
8. Self-Evaluation Verification ( <i>Form: SEF001</i> ) 9. Summative Conference	Due on or before April 1
10. Upon successful completion of probation, the first year as a permanent employee, the teacher shall not be formally evaluated.	None.

<b>PERMANENT EMPLOYEES FORMAL EVALUATION</b>	
<b>Activities</b>	<b>Timeline</b>
· Individual Orientation Conference	November 15
· Formal Observation Cycle ( <i>Form: FOF001</i> ) ★	Prior to March 1
· Informal Observation ( <i>Form: IOF001</i> )	Ongoing (see Definitions)
· Self-Evaluation Verification ( <i>Form: SEF001</i> ) · Summative Evaluation -	Due 30 days before the end of the school year

**CERTIFICATED SCHOOL NURSE EVALUATION FORM**

**Employee Name:**

**Classification:**

**Department:**

**Rating Period:**

**OVERALL EVALUATION RATING**  
(COVER page)

**Check one:**

☐ **Formal Evaluation**

☐ **Temporary**

The employee is to be given a general rating which is felt to best describe his/her overall performance. Comments in support of the rating should be included.

**PROBATIONARY:**

- ☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.
- ☐ 2. The employee is not meeting the standards and requirements of the San Luis Obispo County Office of Education. The employee will not be recommended for employment/reemployment.

**PERMANENT:**

- ☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.
- ☐ 2. At this time, the permanent employee has an unsatisfactory evaluation and does not meet the standards in one or more performance areas. A Performance Improvement Plan will be completed for unsatisfactory areas of performance and areas needing improvement. Also, the employee will be referred to the Peer Assistance Program.

**NOTE:** Prior to completing the *final probationary evaluation*, the supervisor must review the evaluation with the Chief Human Resources Officer. To Schedule an appointment with the Chief Human Resources Officer, call the Human Resources Division Secretary at 782-7233.

**Narrative Summary Evaluation:**

**Response:** (Employee has the right to initiate a written rebuttal to the performance evaluation within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance evaluation does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance evaluation and has been given the opportunity for discussion, comments, and written response.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Chief HR Officer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Original: Human Resources Department    Copy: Employee    Copy: Personnel File*

## CERTIFICATED SCHOOL NURSE SUMMATIVE EVALUATION REPORT FORM

**DIRECTIONS:**

Place a check mark on the appropriate line for the rating of each criterion. A comment space has been provided. Use of this space is encouraged. When a Needs Improvement or Unsatisfactory rating is given, comments must be written. Each criterion is to be rated.

**DEFINITIONS:**

**Meets/Exceeds Job Expectations:** There is evidence that this effective behavior and/or professional responsibilities meets and/or exceeds job expectations.

**Needs Improvement/Growth Area:** There is evidence that many of the components of effective behavior and/or professional responsibilities have not been met and needs improvement/growth. Growth areas are identified to improve areas needing improvement.

**Unsatisfactory:** There is evidence that this effective behavior and/or professional responsibilities is not exhibited with any degree of quality and performance is unsatisfactory.

PERFORMANCE AREAS/ CRITERIA	LEVELS OF PERFORMANCE (MARK ONE)					
<b>1. Demonstrates effective planning skills.</b> Uses nursing time, materials and resources appropriately; Prioritizes student needs and nursing responsibilities in planning each day; meets deadlines.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Plans effective workday schedule to maximize efficiency; uses the right material for the needs of the students; completes assigned work on or before deadlines.	<input type="checkbox"/>	Work schedule is not consistently planned to meet the needs of students; materials used do not address needs/issues or are not effective; deadlines are inconsistently met.	<input type="checkbox"/>	No work schedule exists to meet student needs; lacks knowledge or planning skills to use materials effectively; consistently fails to meet deadlines or completes work.
Comments:						
<b>2. Manages Communicable Disease and Immunization Surveillance Programs.</b> Collaboration with Public Health Department and community health providers including reports, exclusions and professional updates.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Responds promptly when aware of communicable diseases; makes timely reports to health department, administration, affected individuals and families, and physicians (as necessary); assures that communicable disease letters/notifications are sent out in a timely manner; keeps accurate list of students with immunization waivers; follows up on illness exclusion and follows procedures for student to return to school; reviews health trends to assist with planning; assures immunization records are up to date.	<input type="checkbox"/>	Inconsistent response to communicable diseases; does not provide timely reports to health care providers on a consistent basis; does not consistently follow up on exclusions; fails to monitor health trends; immunization records are not kept up to date.	<input type="checkbox"/>	Fails to report communicable diseases or consistently does not follow protocols for reporting.
Comments:						
<b>3. Provides strategic planning and input.</b> Contributes to the development or revision of the school health program, policies and procedures; developing	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Attends and actively participates in planning	<input type="checkbox"/>	Inconsistently attends planning meetings and rarely participates	<input type="checkbox"/>	Does not participate in planning; does not

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new opportunities or trainings; able to meet changing needs of the program.		meetings; provides usable input for planning; completes assigned planning tasks; provides input on trainings for nursing needs as well as classroom nursing needs.		in discussions; does not complete assigned planning tasks as required and makes errors; does not demonstrate a strong understanding of department/classroom nursing needs.		demonstrate an understanding of the needs of the classrooms or department.
---	--	--	--	--	--	--

Comments:

<b>4. Provides Nursing Care.</b> Episodic triage; collaboration with families, staff and community resources; documentation, assessments, interventions, referrals, reporting, and evaluations that follow standards of practice.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Able to prioritize care (episodic triage); collaborates with families, staff and the community to meet the needs of the individual child; coordinates care; demonstrates competent nursing skills; demonstrates an ability to effectively assess and intervene when student needs health care; writes effective and appropriate healthcare plans; demonstrates effective evaluation used in the IEP process (e.g., initial assessments, annual assessments, and triennial assessments).	<input type="checkbox"/>	Demonstrates marginal nursing skills; healthcare plans do not meet the needs of students; does not adequately address everyday student healthcare needs; does not write descriptive or useful assessments as required by the IEP process	<input type="checkbox"/>	Does not demonstrate effective nursing skills; actions taken place students at risk; does not have the ability to effectively address everyday student healthcare needs; healthcare plans are poorly written and do not address the needs of the students.

Comments:

<b>5. Coordinates and complies with mandated health screenings, procedures, and regulations.</b> Scheduling; notices; conducting; documentation; reporting; referrals and follow-ups; accurately documents medical care provided for children and students; and related case management documentation.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Coordinates mandated health screenings following education code requirements; coordinates screenings with outside healthcare providers; appropriately documents screenings and assures that these are filed in correct place; assists and follows up with families when screenings identify student healthcare issues; works with community providers to help children and families receive necessary care.	<input type="checkbox"/>	Inadequate planning for screenings; inconsistent follow up with families; does not file reports in a timely manner; does not consistently share information with school staff; does not consistently follow up with community health care providers; inconsistently follows education code regulations.	<input type="checkbox"/>	Fails to plan mandated screenings; fails to follow education code regulations; does not follow up with families or community health care providers; does not provide written documentation of screenings; fails to assure that documentation is placed in student's permanent file.

Comments:

<b>6. Provides health and safety teaching/counseling to staff, students and families.</b> All staff presentations; individual and site information and trainings; notices regarding health issues; pregnancy and birth control counseling; health counseling for families (medication, treatments, etc.)	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Plans and coordinates all-staff, and site/classroom specific training; Adapting health notices and sending them out in a timely manner; counseling regarding illnesses, medications, medication administration, other health related issues such as	<input type="checkbox"/>	Presentations and trainings are not organized and not effective; demonstrates a lack of relevancy or information is not up to date/current.	<input type="checkbox"/>	Fails or refuses to provide all-staff, individual staff, or site/ classroom specific training; fails to adapt or send out notices; fails or refuses to provide appropriate and valid



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		pregnancy counseling and birth control; provides information and assistance for mental health referrals; provides information and assistance for diabetes, allergies, asthma, dental concerns, epi-pens, classroom sanitation, communicable disease prevention, obesity, and nutrition.				medical counseling/presentations; fails or refuses to provide accurate and up to date medical information.
Comments:						
<b>7. Follows SLOCOE organizational regulations and policies; and state related laws, regulations, education codes.</b>	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Completes mandated paperwork in a timely manner; follow health and safety protocols and laws related to school nursing; follows organizational policies and procedures	<input type="checkbox"/>	Does not complete paperwork by deadlines or in a timely manner; inaccurate log entries; inconsistently follows safety protocols and laws related to school nursing;	<input type="checkbox"/>	Does not complete paperwork; does not follow safety protocols; does not go to assigned school sites; fails or refuses to follow school nursing laws, regulations, and organizational policies and procedures.
Comments:						
<b>8. Nursing Case Management.</b> Uses nursing time, materials and resources appropriately; Prioritizes student needs and nursing responsibilities in planning each day; meets deadlines.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Determines level of care/licensure necessary to assure student safety and care; works with staff to develop schedules for medications, feeding, and other health care delivery; develops individualized health care plans and trains staff on their implementation; continuously evaluates health care plans and assessments; assures staff competence regarding medication administration and health care procedures; provides accurate input at IEP meetings.	<input type="checkbox"/>	Does not accurately determine necessary levels of care on a consistent basis; schedules for medication administration, feeding and other health care delivery is disorganized and/or ineffective; does not write health care plans with appropriate amounts of detail or does not write accurate health care plans; does not continuously monitor health care plans and assessments; inconsistent evaluation of staff for competence regarding medication administration and health care procedures.	<input type="checkbox"/>	Determination of necessary student health care is consistently inaccurate; refuses to write or consistently writes inaccurate and/or sloppy individualized health care plans; does not evaluate staff for competence; does not participate in IEP meetings or information shared is consistently inaccurate.
Comments:						
<b>9. Demonstrates appropriate student advocacy that supports a quality school health program.</b> Reasonable accommodation; access to care issues; clarifies physician orders when necessary; maintains confidentiality; motivates others to support and deliver student healthcare.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Assures that identified student health needs are appropriately accommodated within the school program; assures that all families and students are able to navigate and access health care; clarifies or questions physicians' orders when	<input type="checkbox"/>	Inconsistently works with staff and families to appropriately accommodate student health care needs; does not follow through with student and family needs to navigate and access student health care; reluctant to clarify or question physician orders which	<input type="checkbox"/>	Does not work to develop student health accommodations; does not assist families in navigating or accessing health care; does not advocate for student health and

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		appropriate or necessary; honors student confidentiality; supports others to accurately deliver student health care.		may be inappropriate; does not maintain confidentiality on a consistent basis; inconsistently supports others to accurately deliver student health care.		safety; does not maintain confidentiality; inconsistently supports others to deliver health care.
--	--	--	--	--	--	---

Comments:

<b>10. Seeks professional growth opportunities.</b> Attends continuing education and seeks professional collaboration to update knowledge and stay current with school nursing standards, laws, resources, and evidenced based practices; builds strong relationships with the medical community to support professional growth and development.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Attends continuing education and seeks professional collaboration to update knowledge on current school nursing standards, laws, resources, and evidence based practices; Maintains licensure; builds and maintains relationships with the medical community including physicians, county department of health, county mental health, CCS, hospitals, clinics, dentists, etc.	<input type="checkbox"/>	Does not keep current on school nursing standards, laws, resources, and evidenced based practices by participating in professional growth opportunities; Licensure lapses; does not cultivate relationships with the local medical community.	<input type="checkbox"/>	Fails to maintain license; does not participate in professional growth opportunities and/or stay current on school nursing standards, laws, resources, and evidenced based practices which affects their knowledge to be effective; struggles to build effective relationships with the local medical community.

Comments:

<b>11. Collaboration, Interpersonal Skills, and Professionalism.</b> Collaborates with others to build consensus and teamwork; maintains effective interpersonal relationships; communicates effectively; acts in a professional, respectful and caring manner sensitive to the needs of families and children; treats others with respect.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Collaborates with others to build consensus and teamwork; maintains effective interpersonal relationships; communicates effectively with nurses, other staff, administration, families, and the medical community in general; acts in a professional manner; shows respect and care for others; sensitive to the needs of families and children; follows the SLOCOE civility policy.	<input type="checkbox"/>	Does not consistently collaborate with others to build consensus and teamwork; does not show respect and care for others on a consistent basis; does not build consensus around solutions; does not support positive relationships with others; at times lacks sensitivity to the needs of families and children; inconsistently follows the SLOCOE civility policy.	<input type="checkbox"/>	Does not build teamwork or consensus with others; has a negative impact on the team and operations; fails or refuses to communicate in a positive and respectful manner with other staff, parents, students and the medical community; fails to show sensitivity to the needs of families and children; fails to follow the SLOCOE civility policy.

Comments:

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance evaluation does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance evaluation and has been given the opportunity for discussion and written comment. The employee has the right to initiate a written rebuttal to all or part of the performance evaluation within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
**James J. Brescia, Superintendent**

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## CERTIFICATED NURSING STAFF PERFORMANCE IMPROVEMENT PLAN

Employee

Assignment

Date

**Unsatisfactory Performance Areas:**  
(Check one or more)

- ☐ Demonstrates Effective Planning Skills
- ☐ Manages Communicable Disease and Immunization Surveillance Programs
- ☐ Long term planning
- ☐ Provides Nursing Care
- ☐ Coordinates and Complies with Mandated Health Screenings, Procedures and Regulations
- ☐ Provides Health and/or Safety Teaching/Counseling to Staff, Students and Families

- ☐ Follows SLOCOE organizational regulations and policies; and state related laws, regulations, and Ed Code
- ☐ Nursing Case Management
- ☐ Demonstrates Appropriate Student Advocacy that supports a Quality School Health Program
- ☐ Seeks Professional Growth Opportunities
- ☐ Collaboration, Interpersonal Relationships, and Professionalism

### PERFORMANCE IMPROVEMENT PLAN DETAIL

Performance evaluation factor(s) or area(s) of concern:

Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:

Supervisor's assessment (description of specific performance deficiencies):

Specific improvement(s) required (include date for follow-up & timeframe for improvement):

**PERFORMANCE IMPROVEMENT PLAN DETAIL**

Performance evaluation factor(s) or area(s) of concern:
Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:
Supervisor's assessment (description of specific performance deficiencies):
Specific improvement(s) required (include date for follow-up & timeframe for improvement):

Performance evaluation factor(s) or area(s) of concern:
Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:
Supervisor's assessment (description of specific performance deficiencies):
Specific improvement(s) required (include date for follow-up & timeframe for improvement):

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**James J. Brescia, Superintendent**

**USE ADDITIONAL SHEETS, IF NECESSARY**

**This PIP was:**

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James J. Brescia, Superintendent

- ☐ **Fully Accomplished**  
☐ **Partially Accomplished**  
☐ **Not Accomplished**

**EVALUATOR'S COMMENTS:**

*(Include reference to and comments regarding evidence that the PIP was met in the comments above.)*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**EMPLOYEE'S COMMENTS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**CERTIFICATED STAFF**

**Timeline for Evaluating Permanent and Probationary**

<b>PROBATIONARY EMPLOYEES CYCLE (2 Years)</b>	
<b>Activities</b>	<b>Timeline</b>
1. Group Orientation	Within 10 days of hire or the beginning of school, whichever is sooner.
2. Orientation Conference	Prior to October 1

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3. Pre-Observation Conference (minimum of two)	One prior to December 20 One prior to March 1
4. Formal Observation ( <i>Form: FOF001</i> )	One prior to January 15 One prior to March 1
5. Post Observation ( <i>Form: FOF001</i> )	Within five working days of Formal Observation
6. Informal Observation Notation ( <i>Form: IOF001</i> ) ( <i>Minimum of two in probationary period</i> )	It is expected that there will be informal contacts throughout the school year including professional observations such as parent conferences, IEPs, student meetings, agency meetings, or other opportunities outside the instructional setting.
7. Summative Report ( <i>Form: SERF001</i> )	Due prior to Summative Conference (30 calendar days before the end of the school year)
8. Self-Evaluation Verification ( <i>Form: SEF001</i> ) 9. Summative Conference	Due on or before April 1
10. Upon successful completion of probation, the first year as a permanent employee, the teacher shall not be formally evaluated.	None.

PERMANENT EMPLOYEES FORMAL EVALUATION	
Activities	Timeline
· Individual Orientation Conference	November 15
· Formal Observation Cycle ( <i>Form: FOF001</i> ) ★	Prior to March 1
· Informal Observation ( <i>Form: IOF001</i> )	Ongoing (see Definitions)
· Self-Evaluation Verification ( <i>Form: SEF001</i> ) · Summative Evaluation -	Due 30 days before the end of the school year



**CERTIFICATED SCHOOL NURSE EVALUATION FORM**

**Employee Name:**

**Classification:**

**Department:**

**Rating Period:**

**OVERALL EVALUATION RATING**  
(COVER page)

**Check one:**

☐ **Formal Evaluation**

☐ **Temporary**

The employee is to be given a general rating which is felt to best describe his/her overall performance. Comments in support of the rating should be included.

**PROBATIONARY:**

- ☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.
- ☐ 2. The employee is not meeting the standards and requirements of the San Luis Obispo County Office of Education. The employee will not be recommended for employment/reemployment.

**PERMANENT:**

- ☐ 1. At this time the employee's overall performance meets or exceeds the standards and requirements of the San Luis Obispo County Office of Education. The employee will be recommended for employment/reemployment.
- ☐ 2. At this time, the permanent employee has an unsatisfactory evaluation and does not meet the standards in one or more performance areas. A Performance Improvement Plan will be completed for unsatisfactory areas of performance and areas needing improvement. Also, the employee will be referred to the Peer Assistance Program.

***NOTE: Prior to completing the final probationary evaluation, the supervisor must review the evaluation with the Chief Human Resources Officer. To Schedule an appointment with the Chief Human Resources Officer, call the Human Resources Division Secretary at 782-7233.***

**Narrative Summary Evaluation:**

**Response:** (Employee has the right to initiate a written rebuttal to the performance evaluation within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance evaluation does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance evaluation and has been given the opportunity for discussion, comments, and written response.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Chief HR Officer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Original: Human Resources Department    Copy: Employee    Copy: Personnel File*

## CERTIFICATED SCHOOL NURSE SUMMATIVE EVALUATION REPORT FORM

**DIRECTIONS:**

Place a check mark on the appropriate line for the rating of each criterion. A comment space has been provided. Use of this space is encouraged. When a Needs Improvement or Unsatisfactory rating is given, comments must be written. Each criterion is to be rated.

**DEFINITIONS:**

**Meets/Exceeds Job Expectations:** There is evidence that this effective behavior and/or professional responsibilities meets and/or exceeds job expectations.

**Needs Improvement/Growth Area:** There is evidence that many of the components of effective behavior and/or professional responsibilities have not been met and needs improvement/growth. Growth areas are identified to improve areas needing improvement.

**Unsatisfactory:** There is evidence that this effective behavior and/or professional responsibilities is not exhibited with any degree of quality and performance is unsatisfactory.

PERFORMANCE AREAS/ CRITERIA	LEVELS OF PERFORMANCE (MARK ONE)					
<b>1. Demonstrates effective planning skills.</b> Uses nursing time, materials and resources appropriately; Prioritizes student needs and nursing responsibilities in planning each day; meets deadlines.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Plans effective workday schedule to maximize efficiency; uses the right material for the needs of the students; completes assigned work on or before deadlines.	<input type="checkbox"/>	Work schedule is not consistently planned to meet the needs of students; materials used do not address needs/issues or are not effective; deadlines are inconsistently met.	<input type="checkbox"/>	No work schedule exists to meet student needs; lacks knowledge or planning skills to use materials effectively; consistently fails to meet deadlines or completes work.
Comments:						
<b>2. Manages Communicable Disease and Immunization Surveillance Programs.</b> Collaboration with Public Health Department and community health providers including reports, exclusions and professional updates.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Responds promptly when aware of communicable diseases; makes timely reports to health department, administration, affected individuals and families, and physicians (as necessary); assures that communicable disease letters/notifications are sent out in a timely manner; keeps accurate list of students with immunization waivers; follows up on illness exclusion and follows procedures for student to return to school; reviews health trends to assist with planning; assures immunization records are up to date.	<input type="checkbox"/>	Inconsistent response to communicable diseases; does not provide timely reports to health care providers on a consistent basis; does not consistently follow up on exclusions; fails to monitor health trends; immunization records are not kept up to date.	<input type="checkbox"/>	Fails to report communicable diseases or consistently does not follow protocols for reporting.
Comments:						
<b>3. Provides strategic planning and input.</b> Contributes to the development or revision of the school health program, policies and procedures; developing	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Attends and actively participates in planning	<input type="checkbox"/>	Inconsistently attends planning meetings and rarely participates	<input type="checkbox"/>	Does not participate in planning; does not

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James J. Brescia, Superintendent

new opportunities or trainings; able to meet changing needs of the program.		meetings; provides usable input for planning; completes assigned planning tasks; provides input on trainings for nursing needs as well as classroom nursing needs.		in discussions; does not complete assigned planning tasks as required and makes errors; does not demonstrate a strong understanding of department/classroom nursing needs.		demonstrate an understanding of the needs of the classrooms or department.
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Comments:

<b>4. Provides Nursing Care.</b> Episodic triage; collaboration with families, staff and community resources; documentation, assessments, interventions, referrals, reporting, and evaluations that follow standards of practice.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Able to prioritize care (episodic triage); collaborates with families, staff and the community to meet the needs of the individual child; coordinates care; demonstrates competent nursing skills; demonstrates an ability to effectively assess and intervene when student needs health care; writes effective and appropriate healthcare plans; demonstrates effective evaluation used in the IEP process (e.g., initial assessments, annual assessments, and triennial assessments).	<input type="checkbox"/>	Demonstrates marginal nursing skills; healthcare plans do not meet the needs of students; does not adequately address everyday student healthcare needs; does not write descriptive or useful assessments as required by the IEP process	<input type="checkbox"/>	Does not demonstrate effective nursing skills; actions taken place students at risk; does not have the ability to effectively address everyday student healthcare needs; healthcare plans are poorly written and do not address the needs of the students.

Comments:

<b>5. Coordinates and complies with mandated health screenings, procedures, and regulations.</b> Scheduling; notices; conducting; documentation; reporting; referrals and follow-ups; accurately documents medical care provided for children and students; and related case management documentation.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Coordinates mandated health screenings following education code requirements; coordinates screenings with outside healthcare providers; appropriately documents screenings and assures that these are filed in correct place; assists and follows up with families when screenings identify student healthcare issues; works with community providers to help children and families receive necessary care.	<input type="checkbox"/>	Inadequate planning for screenings; inconsistent follow up with families; does not file reports in a timely manner; does not consistently share information with school staff; does not consistently follow up with community health care providers; inconsistently follows education code regulations.	<input type="checkbox"/>	Fails to plan mandated screenings; fails to follow education code regulations; does not follow up with families or community health care providers; does not provide written documentation of screenings; fails to assure that documentation is placed in student's permanent file.

Comments:

<b>6. Provides health and safety teaching/counseling to staff, students and families.</b> All staff presentations; individual and site information and trainings; notices regarding health issues; pregnancy and birth control counseling; health counseling for families (medication, treatments, etc.)	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Plans and coordinates all-staff, and site/classroom specific training; Adapting health notices and sending them out in a timely manner; counseling regarding illnesses, medications, medication administration, other health related issues such as	<input type="checkbox"/>	Presentations and trainings are not organized and not effective; demonstrates a lack of relevancy or information is not up to date/current.	<input type="checkbox"/>	Fails or refuses to provide all-staff, individual staff, or site/ classroom specific training; fails to adapt or send out notices; fails or refuses to provide appropriate and valid

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		pregnancy counseling and birth control; provides information and assistance for mental health referrals; provides information and assistance for diabetes, allergies, asthma, dental concerns, epi-pens, classroom sanitation, communicable disease prevention, obesity, and nutrition.				medical counseling/presentations; fails or refuses to provide accurate and up to date medical information.
Comments:						
<b>7. Follows SLOCOE organizational regulations and policies; and state related laws, regulations, education codes.</b>	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Completes mandated paperwork in a timely manner; follow health and safety protocols and laws related to school nursing; follows organizational policies and procedures	<input type="checkbox"/>	Does not complete paperwork by deadlines or in a timely manner; inaccurate log entries; inconsistently follows safety protocols and laws related to school nursing;	<input type="checkbox"/>	Does not complete paperwork; does not follow safety protocols; does not go to assigned school sites; fails or refuses to follow school nursing laws, regulations, and organizational policies and procedures.
Comments:						
<b>8. Nursing Case Management.</b> Uses nursing time, materials and resources appropriately; Prioritizes student needs and nursing responsibilities in planning each day; meets deadlines.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Determines level of care/licensure necessary to assure student safety and care; works with staff to develop schedules for medications, feeding, and other health care delivery; develops individualized health care plans and trains staff on their implementation; continuously evaluates health care plans and assessments; assures staff competence regarding medication administration and health care procedures; provides accurate input at IEP meetings.	<input type="checkbox"/>	Does not accurately determine necessary levels of care on a consistent basis; schedules for medication administration, feeding and other health care delivery is disorganized and/or ineffective; does not write health care plans with appropriate amounts of detail or does not write accurate health care plans; does not continuously monitor health care plans and assessments; inconsistent evaluation of staff for competence regarding medication administration and health care procedures.	<input type="checkbox"/>	Determination of necessary student health care is consistently inaccurate; refuses to write or consistently writes inaccurate and/or sloppy individualized health care plans; does not evaluate staff for competence; does not participate in IEP meetings or information shared is consistently inaccurate.
Comments:						
<b>9. Demonstrates appropriate student advocacy that supports a quality school health program.</b> Reasonable accommodation; access to care issues; clarifies physician orders when necessary; maintains confidentiality; motivates others to support and deliver student healthcare.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Assures that identified student health needs are appropriately accommodated within the school program; assures that all families and students are able to navigate and access health care; clarifies or questions physicians' orders when	<input type="checkbox"/>	Inconsistently works with staff and families to appropriately accommodate student health care needs; does not follow through with student and family needs to navigate and access student health care; reluctant to clarify or question physician orders which	<input type="checkbox"/>	Does not work to develop student health accommodations; does not assist families in navigating or accessing health care; does not advocate for student health and

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		appropriate or necessary; honors student confidentiality; supports others to accurately deliver student health care.		may be inappropriate; does not maintain confidentiality on a consistent basis; inconsistently supports others to accurately deliver student health care.		safety; does not maintain confidentiality; inconsistently supports others to deliver health care.
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Comments:

<b>10. Seeks professional growth opportunities.</b> Attends continuing education and seeks professional collaboration to update knowledge and stay current with school nursing standards, laws, resources, and evidenced based practices; builds strong relationships with the medical community to support professional growth and development.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Attends continuing education and seeks professional collaboration to update knowledge on current school nursing standards, laws, resources, and evidence based practices; Maintains licensure; builds and maintains relationships with the medical community including physicians, county department of health, county mental health, CCS, hospitals, clinics, dentists, etc.	<input type="checkbox"/>	Does not keep current on school nursing standards, laws, resources, and evidenced based practices by participating in professional growth opportunities; Licensure lapses; does not cultivate relationships with the local medical community.	<input type="checkbox"/>	Fails to maintain license; does not participate in professional growth opportunities and/or stay current on school nursing standards, laws, resources, and evidenced based practices which affects their knowledge to be effective; struggles to build effective relationships with the local medical community.

Comments:

<b>11. Collaboration, Interpersonal Skills, and Professionalism.</b> Collaborates with others to build consensus and teamwork; maintains effective interpersonal relationships; communicates effectively; acts in a professional, respectful and caring manner sensitive to the needs of families and children; treats others with respect.	<b>X</b>	<b>MEETS/EXCEEDS JOB EXPECTATIONS</b>	<b>X</b>	<b>NEEDS IMPROVEMENT/ GROWTH AREA</b>	<b>X</b>	<b>UNSATISFACTORY JOB PERFORMANCE</b>
	<input type="checkbox"/>	Collaborates with others to build consensus and teamwork; maintains effective interpersonal relationships; communicates effectively with nurses, other staff, administration, families, and the medical community in general; acts in a professional manner; shows respect and care for others; sensitive to the needs of families and children; follows the SLOCOE civility policy.	<input type="checkbox"/>	Does not consistently collaborate with others to build consensus and teamwork; does not show respect and care for others on a consistent basis; does not build consensus around solutions; does not support positive relationships with others; at times lacks sensitivity to the needs of families and children; inconsistently follows the SLOCOE civility policy.	<input type="checkbox"/>	Does not build teamwork or consensus with others; has a negative impact on the team and operations; fails or refuses to communicate in a positive and respectful manner with other staff, parents, students and the medical community; fails to show sensitivity to the needs of families and children; fails to follow the SLOCOE civility policy.

Comments:

**Employee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Note: A signature on this performance evaluation does not mean that the employee agrees with the opinions expressed, but merely indicates that the employee has read the performance evaluation and has been given the opportunity for discussion and written comment. The employee has the right to initiate a written rebuttal to all or part of the performance evaluation within five (5) working days. Such response shall become a permanent attachment to the employee's personnel file.)

**Evaluator's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

SAN LUIS OBISPO COUNTY OFFICE OF EDUCATION  
**James J. Brescia, Superintendent**

**Reviewer's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## CERTIFICATED NURSING STAFF PERFORMANCE IMPROVEMENT PLAN

Employee

Assignment

Date

**Unsatisfactory Performance Areas:**  
(Check one or more)

- ☐ Demonstrates Effective Planning Skills
- ☐ Manages Communicable Disease and Immunization Surveillance Programs
- ☐ Long term planning
- ☐ Provides Nursing Care
- ☐ Coordinates and Complies with Mandated Health Screenings, Procedures and Regulations
- ☐ Provides Health and/or Safety Teaching/Counseling to Staff, Students and Families

- ☐ Follows SLOCOE organizational regulations and policies; and state related laws, regulations, and Ed Code
- ☐ Nursing Case Management
- ☐ Demonstrates Appropriate Student Advocacy that supports a Quality School Health Program
- ☐ Seeks Professional Growth Opportunities
- ☐ Collaboration, Interpersonal Relationships, and Professionalism

### PERFORMANCE IMPROVEMENT PLAN DETAIL

Performance evaluation factor(s) or area(s) of concern:

Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:

Supervisor's assessment (description of specific performance deficiencies):

Specific improvement(s) required (include date for follow-up & timeframe for improvement):

## PERFORMANCE IMPROVEMENT PLAN DETAIL

Performance evaluation factor(s) or area(s) of concern:
Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:
Supervisor's assessment (description of specific performance deficiencies):
Specific improvement(s) required (include date for follow-up & timeframe for improvement):

Performance evaluation factor(s) or area(s) of concern:
Job expectation(s) related to performance evaluation factor(s) or area(s) of concern:
Supervisor's assessment (description of specific performance deficiencies):
Specific improvement(s) required (include date for follow-up & timeframe for improvement):



**USE ADDITIONAL SHEETS, IF NECESSARY**

**This PIP was:**

- ☐ **Fully Accomplished**  
☐ **Partially Accomplished**  
☐ **Not Accomplished**

**EVALUATOR'S COMMENTS:**

*(Include reference to and comments regarding evidence that the PIP was met in the comments above.)*

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**EMPLOYEE'S COMMENTS:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**