

AGREEMENT BETWEEN
PLACER COUNTY OFFICE OF EDUCATION
AND
PLACER ASSOCIATION OF CERTIFICATED
EDUCATORS, CTE/NEA

TERM: July 1, 2019 through June 30, 2022

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ARTICLE I – AGREEMENT

- 1.1 This Agreement is made and entered into by and between the Placer County Superintendent of Schools on behalf of the Placer County Office of Education, which together with the administrative staff and representatives shall be referred to as the “County Office” or the “County Superintendent,” and the Placer Association of Certificated Educators, CTA/NEA, the certificated employees’ exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “PACE” or the “Association.”
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code, which shall be referred to as the “EERA.”
- 1.3 This Agreement shall remain in full force and effect from July 1, 2019 – June 30, 2022.

ARTICLE II – RECOGNITION

- 2.1 The County Superintendent recognizes the Association as the exclusive representative for nurses, speech and language pathologists, instructional coaches and employees in certificated/credentialed teaching positions, excluding: home study and substitute teachers; psychologists; special education program specialists; and, any certificated employee serving in a managerial, supervisory or confidential position as defined by the Educational Employment Relations Act (EERA).

ARTICLE III – DEFINITIONS

- 3.1 “County Superintendent” or “Superintendent” means the Superintendent for the County of Placer and/or his/her designee.
- 3.2 “Day” means a workday during which the County Office administration building is open to the public, unless another definition is specifically noted.
- 3.3 “Immediate family” means the spouse, registered domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle, and any other relative living in the employee’s household.

- 3.4 "County Office" means the Placer County Office of Education and, where applicable, the County Superintendent.
- 3.5 "Board of Education" means the Placer County Office of Education.

ARTICLE IV – NEGOTIATION PROCEDURES

- 4.1 Negotiations shall commence on or before December 15 of the year the current agreement, or any portion thereof, including a reopener clause, expires.
- 4.2 Any tentative agreement concluded under this procedure shall be reduced to writing and signed by the representatives of the County Office and the Association. Any tentative agreement between the representatives of the County Office and the Association is contingent upon ratification by the County Office and the Association.
- 4.3 Each party may be represented by up to five (5) persons at any negotiating session. In addition, at least one person acting as a consultant may be present.
- 4.4 Following ten (10) days notice, the County Office shall provide, upon request, up to two (2) days of paid release time to be used by up to five (5) members of the Association bargaining team for the purpose of preparation for successor contract negotiations. The County Office shall provide upon the timely request established above, one (1) day of paid release time for up to five (5) members of the Association bargaining team for the purpose of preparation for reopener contract negotiation. The Association shall reimburse the County Office for the cost of substitutes.
- 4.5 Each negotiation session shall be concluded with mutual agreement upon the agenda, date, time and place of the next session, unless agreement on such matters has been made at an earlier bargaining session. During a session, other items may be added to that meeting's agenda by mutual agreement. Both parties agree that it is preferable to come to each bargaining session prepared and with the proper authority to negotiate.
- 4.6 Upon final ratification of the Agreement by both parties, the County Office will post on the intranet a copy of the Agreement complete with appendices. In addition, upon request, the COE will distribute a copy of the Agreement free of charge to the unit member.

ARTICLE V – SAVINGS CLAUSE

- 5.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- 5.2 It is further agreed that within ten (10) days of receipt of notification of the exhaustion of all appeal procedures, negotiations shall commence regarding matters related to such invalid provision, and that provision only.

ARTICLE VI – MANAGEMENT RIGHTS

- 6.1 Except as modified, abridged and/or waived by this Agreement, the County Office retains all of its power and authority to direct, manage and control the County Office to the full extent permitted by law.
- 6.2 It is understood and agreed that the County Office retains all of its power and authority to direct, manage and control the County Office to the full extent of the law. Included in, but not limited to those duties and powers, are the following: determine the County Office's organization; direct the work of its employees; determine or schedule the times of operation; develop and implement its educational policies and goals; ensure the rights and educational opportunities of students; determine staffing patterns; build, move or modify facilities; maintain the efficiency of County Office operations; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and, take action on any matter in the event of an emergency. In addition, the County Office retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

ARTICLE VII – ASSOCIATION RIGHTS

- 7.1 The Association and its members shall have the right to reasonable use of the County Office's equipment, buildings and facilities that are not otherwise in use by the County Office as long as the use does not interfere with the school program and the duties of unit members or results in additional costs to PCOE.

- 7.2 The Association shall have the right to post notices of activities and matters of Association concern on selected bulletin boards in areas agreed upon by the Association and the County Office. The Association may use the County Office mail service, certificated personnel mailboxes and County Office e-mail system for communications to local unit members in accordance with the County's Board policies and Administrative Regulations. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution together with the signed/initialed authorization by the Association president or his/her designee.
- 7.3 Authorized representatives of the Association shall be permitted to transact official Association business during duty free breaks and other non contract work time. Such transactions shall not interfere with the school program and the duties of unit members. Upon arriving at the school site, any such representative who is not an employee of the County Office shall first report to the office of the site administrator to announce his/her presence and whom he/she wishes to see while on campus.
- 7.4 The County Superintendent shall email the agenda link with all supporting documents of each County Board of Education meeting to the Association president prior to each meeting.
- 7.5 The County Office shall annually grant at least seven (7) days paid leave to the Association president or his/her designee(s) for Association business. These days, if unused, shall not accumulate from year to year. Additional days may be granted upon approval of the County Superintendent or his/her designee. The Association shall pay the cost of substitutes for these days, when a substitute is hired. In order to provide appropriate notification, such requests shall be made to the County Office via the County Office absence management system two (2) weeks prior to such leave or as soon as reasonably possible by mutual agreement.

ARTICLE VIII – GRIEVANCE PROCEDURE

- 8.1 Purpose
- 8.1.1 It is the purpose of this procedure to develop and practice reasonable and effective means of resolving issues affecting the welfare or working conditions of unit members and the Association and to establish and maintain recognized two-way channels of communication between the Association and the County Office. This grievance procedure is to provide for the prompt and equitable adjustment of differences. The most effective solution is found when these differences are resolved

at or close to the point of origin. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.2 Definitions

The following definitions control the meaning of the terms as used in this Article:

8.2.1 "Grievance" means a complaint relating to a violation, misapplication or misinterpretation of this agreement.

8.2.2 "Grievant" means the unit member and/or the Association, on behalf of itself and/or unit member(s), initiating the grievance.

8.2.3 "Day" is any duty day in which the grievant is required by contract to render service.

8.3 Time Limits

8.3.1 Each party involved in a grievance shall act so that the grievance may be resolved promptly and at the lowest possible level. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been given.

8.4 Informal Discussion

8.4.1 The grievant is encouraged to promptly discuss the alleged violation with his/her immediate supervisor. During this discussion, the grievant shall have the right to have an Association representative present.

8.5 Presentation

8.5.1 A unit member, with his/her representative, may present a grievance while on duty. In all grievances, no more than three (3) unit members may participate while on duty, whether grievants, representatives, or witnesses, unless otherwise approved by PCOE. Such approval shall not be unreasonably withheld.

8.6 Representation

8.6.1 The grievant may be represented by the Association at any step of this procedure.

8.7 Formal Grievance - Step 1 (Immediate Supervisor)

8.7.1 If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated no later than twenty (20) days from the time the grievant knew or might reasonably have known of the act or stated condition that is the basis of the grievance.

8.7.2 A formal grievance shall be initiated in writing by the Association (using the form attached hereto as Appendix A) and shall be filed with the immediate supervisor.

A copy of the grievance shall be sent to the Human Resources Department. That form shall be completed to show the following:

- 8.7.2.1 Grievant's name and work location.
- 8.7.2.2 Grievant's work function.
- 8.7.2.3 The date the grievance is delivered to the immediate supervisor.
- 8.7.2.4 The provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted.
- 8.7.2.5 The circumstances of the grievance (a concise statement of the facts constituting the alleged violation with dates, names and places, as appropriate).
- 8.7.2.6 The remedy sought by the grievant.
- 8.7.2.7 The name of the representative, if any, chosen by the grievant.
- 8.7.2.8 The signature of the grievant, where appropriate, and the signature of the Association Representative processing the grievance.

8.7.3 Within ten (10) days after receipt by the immediate supervisor of the formal grievance, the immediate supervisor shall investigate the grievance and give his/her decision in writing to the grievant and his/her representative. If requested by either party, a conference shall be held to consider the grievance.

8.8 Formal Grievance - Step 2

8.8.1 If the grievant and/or the Association are not satisfied with the decision rendered in Step 1, he/she may appeal the decision in writing within ten (10) days to the Superintendent's designee. The grievant and/or the Association shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees.

8.8.2 The Superintendent's designee shall investigate the grievance as fully as he/she deems necessary. If requested by either party, a conference shall be held to consider the grievance.

8.8.3 The Superintendent's designee shall respond in writing within ten (10) days of receipt of *the* appeal to the grievant and the Association. The response shall state the Superintendent's designee's decision and his/her view of the facts and his/her conclusions.

8.9 Formal Grievance - Step 3 (Advisory Arbitration)

8.9.1 If a grievance is not resolved at Step 2, the grievant, with the approval of the Association, and/or the Association may request in writing a hearing before an advisory arbitrator. The written request shall be filed in the Office of the Superintendent within ten (10) days after receipt of the decision at Step 2. The Superintendent is encouraged to promptly discuss and attempt to resolve the grievance before the arbitration proceedings begin.

8.9.2 The advisory arbitration proceeding shall be conducted by an arbitrator who will be mutually selected by the parties. If the parties fail to reach agreement on an arbitrator within ten (10) days, either party may request the American Arbitration Association to supply a list of at least five (5) arbitrators for selection. The American Arbitration Association Voluntary Rules of Arbitration shall apply to the mutual striking of names for selection of an arbitrator and other matters. The County Office and the Association will share equally in payment for the fees and expenses of the arbitrator. All other costs shall be paid by the party incurring them.

8.9.3 It shall be the function of the arbitrator to make a recommendation to resolve the grievance. Such recommendations are advisory only.

8.9.4 The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this contract.

8.9.5 If the County Office should dispute the arbitrability of the grievance, such a claim shall be heard and ruled upon by the arbitrator.

8.9.6 Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.

8.9.7 Within thirty (30) days of receipt of the arbitrator's recommendation, the County Superintendent of Schools shall render a written decision, stating his/her rationale based upon the evidence recorded. He/she alone has the power to render a final and binding determination of a grievance within this procedure. Upon exhaustion of this grievance process, the grievant and/or Association may pursue the grievance in a court of competent jurisdiction.

8.10 No Reprisals

8.10.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or Board against any grievant, unit member or any other participant in the grievance procedure by reason of such participation or involvement.

8.11 Skipping

8.11.1 By mutual agreement of the parties, any step of the grievance procedure may be omitted. At its discretion, the Association may initiate an Association grievance at Step 2

8.12 Separate File

8.12.1 The grievance file shall be maintained in the central Human Resources Department and shall be separate from the unit member's personnel file.

ARTICLE IX – WORK HOURS AND WORK YEAR

9.1 A “full-time” unit member will work 186 days (180 student contact days, 2 teacher workdays and 4 staff development days), effective July 1, 2018.

9.1.1 Classroom teacher positions serving any Juvenile Detention Facility (JDF) will work a 220-day contracted work year.

Teachers working at any JDF will have first consideration to accept the extended contracted work year.

At the beginning of each school year, the unit member and his/her supervisor shall meet to mutually establish a work year calendar. Calendar start and end dates will be adjusted to cover the 241-day school year for the JDF. In the event the incumbent teacher(s) decline the additional contract work, the additional work will be offered first to the Alternative Education staff with consideration given to the continuity of program and seniority. All qualified bargaining unit members who request to be considered for annual opportunities for additional contract work in Alternative Education beyond their contracted work year, will be considered.

9.2 The County Office and Association recognize that the varying nature of a unit member’s day-to-day professional duties, as described below, lends itself to the establishment of a workday with a defined length but which is also flexible to accommodate the unique needs of the students served by the County Office. A regular workday for all unit members shall consist of 7½ hours. The regular workday will begin 30 minutes before the student day and end 30 minutes after student departure (but shall not exceed 7½ hours on a regular basis). The length of a regular workday, the starting and ending times, will be flexible to accommodate school site schedules greater or less than 7½ hours, itinerant schedules, and to accommodate time worked by unit members beyond eight hours in a given day due to work in either IEP/SST team meetings or home visits approved by the unit member’s supervisor.

9.2.1 A “part time” unit member, any unit member working less than 1.0 FTE, shall have their work hours assigned with consideration of, but not limited to, travel time, breaks, lunches, and scheduling of services.

9.3 Unit members are responsible for the following professional duties: IEP team meetings including preparation, Back to School Night; Open House; County Office staff meetings of reasonable frequency and length; home visits; and Student Study Team meetings. Unit members are encouraged, but not required, to attend applicable school site staff meetings as part of their professional duties.

- 9.4 In recognition that some unit members' assigned duties may exceed the regular workday, the County Office will administer a flexible scheduling program which shall credit a unit member for work performed beyond 8 hours a day due to attendance at IEP team meetings (including IEP pre-conference meetings and approved web-based IEP preparation time, travel time for delivery of IEP documents and student records), SST meetings, pre-approved home visits, pre-approved IEP report writing and any mandatory trainings. Work hour flexibility may be scheduled during, but not limited to, the following times: school district or County Office minimum days; before student arrival or after student departure; during part of a teacher workday; and preapproved for an entire workday. Flexible hours worked in activities that cause the regular workday to exceed eight hours shall not accumulate from year to year.
- 9.5 The scheduling of work hour flexibility shall be undertaken as follows: at the beginning of each school year, and as needed throughout the year, the unit member and his/her supervisor shall meet to establish a work year calendar, which shall include flexible time scheduled to use for any work hours earned by a unit member who works beyond eight hours a day due to the above-listed activities. Whenever possible for unit members on itinerant schedules, the scheduling of minimum days will be aligned with a particular school district's calendar. Additional methods for providing work hour flexibility may be agreed upon by the unit member and his/her supervisor.
- 9.6 Unit members, as part of their workday, shall be entitled to a thirty (30) minute duty-free lunch period, or duty-free school-scheduled lunch period, whichever is longer. Consistent with state law, the lunch period may be scheduled at any time during the regular teacher workday.
- 9.7 Classroom teacher positions serving any Juvenile Detention Facility (JDF) will work a 220-day contracted work year.

For unit members with contracts greater than unit members identified in Article 9.1, prior to the beginning of each school year, the unit member and the designated supervisor shall meet to mutually establish a work year calendar. Calendar start and end dates will be adjusted to cover the regular school year and extended/supplemental school year.

ARTICLE X – PERSONNEL RECORDS

10.1 Personnel Files

10.1.1 The Superintendent or his/her designee shall maintain personnel records for all current and former employees. Official employee files shall be maintained at the County Office central office in the Human Resources Department.

10.1.2 All personnel files are confidential and shall be available only to the unit member, persons authorized by the unit member, the Superintendent, and those authorized by the Superintendent with the knowledge of the unit member. The contents of all personnel files shall be kept in strict confidence by any authorized reviewer. Personnel files shall be reviewed and replaced within the shortest time possible. In no case shall a personnel file be left unattended or left unfiled overnight.

10.2 Placement of Material in Personnel Files

10.2.1 The Superintendent or his/her designee shall determine the types of information to be included and shall process all materials to be placed in a personnel file, in a manner consistent with this Article. All material to be placed in a personnel file shall be processed through the administrator responsible for the maintenance of personnel files.

10.2.2 When a unit member is asked to sign any material that is to be placed in the member's file, it is with the understanding that the unit member's signature signifies only that he/she has read the material and does not necessarily indicate agreement with its contents.

10.2.3 Any request by a unit member to include materials in his/her personnel file must be approved by the Superintendent or his/her designee. Such approval shall not unreasonably be denied.

10.2.4 A unit member may initiate a written reaction or response to his/her performance evaluation and that response shall become a permanent attachment to the unit member's personnel file.

10.3 Derogatory Information

10.3.1 The following procedures shall be followed regarding material of a derogatory nature:

10.3.1.1 Information of a derogatory nature shall not be entered into a unit member's personnel file unless and until the member is given notice and an opportunity to review and comment on that information. Such a review shall take place during normal business hours. The unit member shall be released from duty for this purpose without a salary reduction.

10.3.1.2 The notice shall inform the unit member that if he/she wishes to respond prior to the placement of the material in the file, the unit member must respond within ten (10) days from the receipt of the notice. If there is no response from the unit member within 10 days, the material will be placed in the file. The unit member may still add a response at any time after the material is filed.

10.3.1.3 The material will be signed and dated by the originating person. Anonymous documents, letters or other materials will not be filed.

10.3.1.4 If the unit member objects, the Superintendent or his/her designee may require an investigation of the matter and issue a decision in writing to the unit member. The Superintendent or his/her designee shall make corrections deemed necessary. Material containing allegations determined to be untrue or not founded in fact will not be included in an employee record.

10.3.1.5 After the unit member has reviewed and been given the opportunity to make written comments on the derogatory material, it will be entered into the personnel file and will become a part of the unit member's permanent record, unless altered by any of the above procedures.

10.4 Management Review Procedures

10.4.1 Management personnel with a valid "right to know" or "need to know" may, with the Superintendent's or his/her designee's authorization, review a unit member's personnel file.

10.4.2 Personnel files will be reviewed in the office where the files are maintained.

10.5 File Review by Unit Members

10.5.1 Unit members wishing to inspect their personnel file shall contact the Superintendent or his/her designee. A unit member may be accompanied by a representative of the unit member's choice while reviewing the file.

10.5.2 Such inspection will take place in the office where the files are maintained, during normal business hours, in the presence of the Superintendent or his/her designee.

10.5.3 All reviews of personnel files by employees shall be recorded, including notation of date and time reviewed, and the name and title of the person(s) present during the review.

10.5.4 In no instance shall any material be removed from the file without the approval of the Superintendent or his/her designee. (See above procedure regarding derogatory material.)

10.5.5 Requests for copies of material in personnel file must be in writing.

10.5.6 With the exceptions noted below, all personnel records related to the unit member's performance or to any grievance concerning the unit member shall be made available for inspection by the unit member.

10.5.7 The Superintendent shall not be required to make available to the unit member:

10.5.7.1 Records relating to the investigation of a possible criminal offense.

10.5.7.2 Letters of reference.

10.5.7.3 Ratings, reports or records that were obtained prior to the unit member's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

10.5.7.4 Confidential placement information in file shall not be available for review unless marked "not confidential" or equivalent by the college, university or other placement office.

10.5.7.5 Numerical scores obtained as a result of written examinations.

ARTICLE XI – LEAVES

11.0 Absence Management System

Unit members shall enter all absences in the County Office Absence Management System with as much advance notice as possible.

11.1 Sick Leave

11.1.1 Bargaining unit members employed five days per week are entitled to 10 days leave of absence for personal illness or injury (sick leave) per school year, with full pay. Unit members working less than five days per week shall be granted comparable sick leave in proportion to the time they work.

11.1.2 Bargaining unit members employed five days per week and over 215 days per year, per the unit member's contracted work calendar, are entitled to 11 days of sick leave per school year, with full pay.

11.1.3 A unit member may take sick leave at any time during the school year, even if credit for sick leave has not yet been accrued.

11.1.4 Unused days of sick leave shall be accumulated from year to year without limitation.

11.1.5 Any bargaining unit member who leaves the County Office after at least one year of employment and accepts a certificated position in another district, county office of education or community college district within one year shall have transferred with him/her the total amount of accumulated sick leave. The County Office may not require new employees to waive their leave accumulated in a previous district.

11.1.6 Sick leave may be used by unit members for:

11.1.6.1 Cases of temporary inability to perform duties because of illness, accident or quarantine, whether or not the cause of absence arises out of and in the course of employment.

11.1.6.2 Absences due to pregnancy, miscarriage, childbirth and recovery.

11.1.6.3 Cases of personal necessity.

11.1.6.4 Cases of industrial accidents or illnesses when leave granted specifically for that purpose has expired.

11.1.6.5 Catastrophic use for immediate family.

11.1.7 A unit member shall notify the County Office of his/her need to be absent as soon as such need is known, so that substitute services may be secured. This notification shall include an estimate of the expected duration of absence. If the absence becomes longer than estimated, the member shall so notify the County Office. If the duration of absence becomes shorter than estimated, the member shall notify the County Office no later than 3 p.m. of the day preceding that day on which he/she intends to return to work.

11.2 Sick Leave Beyond 10 Days (11 days for contracted employees who work more than 215 days)

11.2.1 When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties due to illness or accident for an additional period up to five school months, the unit member shall receive his/her regular salary minus the actual cost of a substitute to fill the position. If the County Office has made every reasonable effort to secure the services of a substitute and have been unable to do so, the amount that might have been paid to a substitute shall be deducted from the unit member's salary.

11.2.2 The sick leave, including accumulated sick leave, and the five-month period shall run consecutively.

11.2.3 A unit member shall not be provided more than one five-month period per illness or accident. However, if the school year ends before the five-month period is exhausted, the unit member may take the balance of the five-month period in a subsequent school year.

11.2.4 After five months, if a unit member has exhausted all available sick leave and is not medically able to resume his/her duties, the unit member shall be placed either in another position or on a reemployment list. If the unit member is on probationary status, he/she shall be placed on the reemployment list for 24 months beginning at the expiration of the five-month period provided pursuant to Education Code 44977. If on permanent status, the unit member shall be placed on the reemployment list for 39 months. If during this time the unit member becomes medically able, he/she shall be returned to employment in a position for which he/she is credentialed and qualified.

11.2.5 The Superintendent or his/her designee may require additional written verification by the unit member's physician or practitioner. Such verification shall be required whenever a member's absence record shows chronic absenteeism or a pattern of absences immediately before or after weekends and/or holidays or whenever clear evidence indicates that an absence is not related to illness or injury.

11.2.6 The Superintendent or his/her designee may require the unit member to visit a physician selected by the County Office and at County Office expense in order to

receive a report on the medical condition of the member. The report shall include a statement as to the unit member's need for further leave of absence and a prognosis for when the member will be able to return to work. If the report concludes that the unit member's condition does not warrant continued absence, the Superintendent may, after giving notice to the unit member, deny further leave.

11.2.7 Before returning to work, a unit member who has been absent for surgery, hospitalization or extended medical treatment may be asked to submit a letter from his/her physician stating that he/she is able to return and stipulating any recommended restrictions or limitations.

11.3 Catastrophic Leave

11.3.1 "Catastrophic Leave" means leave for a catastrophic illness or injury:

11.3.1.1 That is expected to incapacitate the receiving employee for an extended period of time beyond the employee's paid leave entitlement; or,

11.3.1.2 That incapacitates a member of the employee's immediate family, which incapacity requires the employee to take unpaid time off from work for an extended period of time beyond the employees paid leave entitlement to care for that family member; and,

11.3.1.3 That would create a financial hardship for the receiving employee if he/she were required to take extended time off work because he/she has exhausted all of his or her sick leave and other paid time off.

11.3.2 A unit member may donate up to the current year's entitlement of sick leave to another unit member who meets the criteria above. If a donating unit member has accrued 50 or more days of sick leave, he/she may donate an additional year's entitlement of sick leave to the receiving unit member.

11.3.3 To donate sick leave, a unit member must retain one year's entitlement of sick leave on the books.

11.3.4 A donating employee may donate a minimum of 1 day of sick leave hours to another employee who has been deemed eligible to receive this leave.

11.3.5 Donated sick leave hours shall be converted for utilization on an hour for hour basis meaning the recipient shall be paid at his regular rate of pay.

11.3.6 The office will credit the receiving employee's sick account with one day of sick leave from each donating employee in the order in which the office receives the donation. This process will continue, if necessary, until the receiving employee has received the maximum days as established below. If, through the initial process of deducting one day of sick leave credit from each donating employee, the receiving employee does not receive sufficient sick leave credit, the office shall repeat the process by crediting the receiving employee's account with additional sick leave credits from those employees who wish to donate more than one day of sick leave credit.

11.3.7 Employees may not revoke their donation of sick leave credits. Nevertheless, donated leave not utilized by the recipient prior to return to service shall be returned to the donor.

11.3.8 The maximum days allowed to be utilized by one employee shall not exceed the number of days in one work year. These days shall only be used during the regular school year.

11.3.9 Employees who are granted the use of donated leave days shall be considered to be in regular paid status and will continue to earn and accrue all contractual and statutory benefits.

11.3.10 To utilize this benefit, any certificated employee, unit member or County Office administrator or manager may submit a request to the Superintendent to “call for donations.”

11.3.11 The Superintendent will grant approval of a catastrophic leave request to an employee if the employee’s or their family member’s illness or injury conforms to the definitions of catastrophic illness or injury set forth in this section and the individual’s condition is verified by a physician’s written statement. Once the Superintendent approves the catastrophic leave request, the employee must exhaust all of his or her own sick leave entitlement before donated leave will be utilized.

11.3.12 Any employee returning from catastrophic leave will be reinstated to their former position. An employee on catastrophic leave for his/her own serious health condition is required to provide a fitness-for-duty certificate from their physician before he/she will be reinstated to employment.

11.4 Maternity/Paternity/Parental Leave

11.4.1 Maternity leave is provided to a female unit member who is absent from her duties because of pregnancy or convalescence following childbirth.

11.4.2 The unit member shall notify her supervisor and the Human Resources Department of her pregnancy and her expected due date as soon as possible. The unit member shall notify her supervisor and Human Resources of the expected date of the commencement of her maternity leave. Unless circumstances prevent it, such notice shall be provided to Human Resources at least four weeks prior to such anticipated commencement of leave.

11.4.3 The unit member may commence maternity leave at a different date only if she becomes physically incapable of performing her duties, as certified by her physician or medical practitioner.

11.4.4 A unit member who has commenced maternity leave shall submit a notice of intent to return to work four weeks prior to resuming her position. The unit member may return to her duties as soon as she can provide a written statement, signed by her physician or medical practitioner, certifying that she is physically and mentally able to return to full-time employment.

11.4.5 Maternity leave shall be without pay. The unit member may receive compensation from other sources such as unused sick leave, substitute differential pay, disability insurance, and/or any other source of income available. Sick leave may not be taken during the period of time a unit member is on maternity leave, unless the sick leave is for the condition of pregnancy, or the recovery from childbirth. The use of sick leave shall be verified by a physician or medical practitioner that the unit member is no longer able to work due to the condition of pregnancy, miscarriage, or the recovery from childbirth.

11.4.6 The length of maternity leave, including the date on which the leave is to begin and the date on which duties are to be resumed, shall be determined by the unit member and her physician or medical practitioner.

11.4.7 Paternity leave, not to exceed three (3) days of paid leave (to be deducted from accumulated sick leave), shall be provided to a male employee who is absent from his duties because of the pregnancy or convalescence of his partner following childbirth.

11.5 Adoptive Parent Leave

11.5.1 Adoptive parent leave, not to exceed five (5) days of paid leave (to be deducted from accumulated sick leave), shall be granted to any unit member upon his/her adoption of a child. Upon request, an additional personal necessity leave shall be granted in sequence. Nothing in this Paragraph diminishes other leave rights the unit member may have under federal or state law.

11.6 Unit members seeking maternity/paternity/adoptive parent leave shall contact the Human Resources Department to review current leave benefits pursuant to Education Code section 44977.5.

11.7 Personal Necessity/Personal Discretionary Leave

11.7.1 Personal necessity and personal discretionary leave may be utilized for circumstances that are serious in nature, which cannot be expected to be disregarded, which necessitate immediate attention and cannot be dealt with during off-duty hours.

11.7.2 A unit member may not use more than a total of seven (7) days per year of accumulated sick leave for purpose of approved personal necessity and personal discretionary leave.

11.7.3 Personal Necessity Leave may be used in the following circumstances:

11.7.3.1 Death of a member of the unit member's or spouse's immediate family.

11.7.3.2 Accident involving the unit member's person or property, or the person or property of a member of his/her immediate family.

- 11.7.3.3 Serious or critical illness of a member of the immediate family.
- 11.7.3.4 Required appearance in court as a litigant.
- 11.7.3.5 Special circumstances that compel presence at an event that cannot be ignored.
- 11.7.3.6 Personal discretionary leave as defined in section 11.6.5.

11.7.4 The unit member shall submit a Request for Leave Form to the supervisor as specified by each department no less than two (2) days prior to requesting the leave. Prior approval is not required for the first three (3) circumstances listed in Paragraph 11.6.3 above; however, the unit member must submit a completed absence form to the Program Director/supervisor within three (3) days after his/her return to duty. In situations where absence is due to subpoena or an official order, the unit member must provide evidence from a certified clerk or authorized officer of a court or other governmental jurisdiction. Other authorization may be required as deemed necessary by the County Office.

11.7.5 Personal discretionary leave may be used for any circumstance not listed under 11.7.3.1 to 11.7.3.5 which is serious in nature, which cannot be expected to be disregarded, which necessitates immediate attention and which cannot be dealt with during off-duty hours. Such leave may be used at the discretion of the unit member who shall not be required to give verification or explain the reason for the leave.

11.7.6 Personal necessity leave shall not be used for any of the following purposes:

- 11.7.6.1 Engaging in employment exploration or searches.
- 11.7.6.2 A work stoppage, strike or association activities.
- 11.7.6.3 Any illegal activity.
- 11.7.6.4 Political activities or demonstrations.
- 11.7.6.5 To extend any school recess periods or holidays such as Thanksgiving, Christmas and Easter, or to be used during the first or last week of school.

11.7.7 A request for personal discretionary leave may not be submitted for staff development activities for which an employee is required to attend.

11.7.8 The unit member shall provide, upon County Office request, additional verification of the use of these leave provisions should the County have reasonable concern of violation of Articles 11.6.6.1 through 11.6.6.5.

11.8 Leaves of Absence Without Pay

11.8.1 Leaves of absence without pay may be granted by the County Superintendent to unit members in instances where unusual or unavoidable circumstances require prolonged absence. There will be no loss of service credit or seniority status during an

approved leave of absence (however, no service credit or seniority will accumulate during the time of the leave).

11.9 Jury Duty/Government Leave

11.9.1. A unit member shall serve if called for jury duty, unless the court excuses the unit member from jury service upon finding that the jury service would entail undue hardship on the person or the public served by the person. No salary deductions shall be made as a result of such service, and all jury fees and any other compensations received except mileage payments, shall be remitted to the County Office.

11.9.2 Judicial – Government Leave: A unit member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant.

11.10 Bereavement Leave

11.10.1 A unit member is entitled to a leave of absence of up to three (3) days, or five (5) days for travel over 250 miles or if out-of-state travel is required, because of the death of any member of the unit member's immediate family.

11.10.2 No deduction will be made from the salary of the unit member, nor will such leave be deducted from any other leave to which the unit member is entitled.

11.11 Family Care and Medical Leave

11.11.1 In addition to or concurrent with other paid and unpaid leaves of absences, family care and medical leave shall be available to eligible bargaining unit members. Family care and medical leave is an unpaid leave. Bargaining unit members who are granted such leave and who are able to perform their duties with or without reasonable accommodation, shall be guaranteed employment in the same or a comparable position and status upon returning from family care and medical leave. Such leave shall not constitute a break in service.

11.11.2 Bargaining unit members who have been employed by the County for at least 1,250 hours and with at least 12 months of service during the previous 12 month period shall be eligible to request family care and medical leave

11.11.3 In any calendar year, bargaining unit members may use up to ten (10) days of sick leave as family care and medical leave to attend to an illness of a child, parent or spouse of a unit member.

11.11.4 Family care and medical leave may be used for the following reasons:

11.11.4.1 Because of the birth of the unit member's child and in order to care for the child. Such leave shall be in addition to pregnancy disability leave taken pursuant to section 11.4 or recovery there from.

11.11.4.2 Because of the placement of a child with the unit member for foster care or in connection with the unit member's adoption of the child.

11.11.4.3 In order to care for the unit member's child, parent, or spouse with a serious health condition.

11.11.4.4 Because of the unit member's own serious health condition that makes the unit member unable to perform the functions of his/her position except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

11.11.5 Definitions

11.11.5.1 For purposes of this article, "child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

11.11.5.2 "Parent" means a biological, foster or adoptive parent, a stepparent, or a legal guardian; it includes an individual who stood in loco parentis to a unit member when the unit member was a child.

11.11.5.3 "Serious health conditions" means an illness, injury, impairment or physical or mental condition that involves either of the following and the unit member must be unable to work at all, or unable to perform the essential function of his/her position:

11.11.5.3.1 Inpatient care in a hospital, hospice or residential health care facility, or

11.11.5.3.2 Continuing treatment or continuing supervision by a health care provider.

11.11.6 Duration of Leave

11.11.6.1 Family care and medical leave shall not exceed 12 workweeks in any 12-month period. This leave may be taken intermittently or on a reduced leave schedule when medically necessary.

11.11.6.2 Leave taken for birth or adoption must be initiated within one year of the birth or adoption.

11.11.7 Terms of Leave

11.11.7.1 Except as provided in Section 11.11.3, during the period of family care and medical leave, the unit member may elect or may be required by the County to use any paid leave, including personal necessity, or any unpaid time off.

11.11.8 Maintenance of Benefits

11.11.8.1 During the twelve week period of family care and medical leave, the unit member shall maintain and pay for coverage of health and medical

benefits in the County's health plan for any amount above the County's contribution to health care as established in Article XIII. After 12 weeks of family care and medical leave, and exhaustion of any applicable paid leave, whichever occurs later, he/she shall be required to pay the full health care premium for the remainder of the leave. However, the nonpayment of premiums by a unit member shall not constitute a break in service, including for purposes of any unit member benefit plan.

11.11.8.2 During any unpaid portion of family care and medical leave, the unit member shall continue to be entitled to participate in pension and retirement plans, supplemental unemployment benefit plans, and/or any other unit member welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

11.11.9 Requests, Advance Notice and Certification

11.11.9.1 If a unit member learns of the need for family care and medical leave more than 30 days before the leave is to begin, he/she shall give the County at least 30 days written advance notice. If the unit member learns of the need for family care leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

11.11.9.2 If leave is needed for a planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of County operation. This scheduling shall be subject to the health care provider's approval.

11.11.9.3 A unit member's request for leave to care for a child, spouse, or parent who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

11.11.9.3.1 The date, if known, on which the serious health condition began,

11.11.9.3.2 The probable duration of the condition,

11.11.9.3.3 An estimate of the amount of time the health care provider believes the unit member needs to care for the child, parent or spouse, and

11.11.9.3.4 A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent, or spouse.

11.11.9.4 If additional leave is needed when the time estimated by the health care provider expires, the County may require the unit member to provide re-certification as specified above.

11.11.9.5 A unit member's request for leave because of his/her own serious health condition shall be supported by a certification from the unit member's health care provider. This certification shall include:

11.11.9.5.1 The date on which the serious health condition began,

11.11.9.5.2 The probable duration of the condition,

11.11.9.5.3 The serious health condition involved as identified at the option of the unit member, and

11.11.9.5.4 A statement that due to the serious health condition, the unit member is unable to work at all or to perform any one or more of the essential functions of his/her position.

11.11.9.6 If the unit member is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

11.11.10 Notifications

11.11.10.1 The County shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any unit member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights. In accordance with law, the County shall notify unit members of their right to request family care and medical leave.

ARTICLE XII – HEALTH AND WELFARE BENEFITS

12.1 Group Insurance Plans

12.1.1 Medical Plan

12.1.1.1 The County Office shall provide unit members, and their eligible dependents, with a health services insurance plan, as specifically described in this Article.

12.1.1.2 The Plan Administrator shall be selected by the County Office with consideration of any recommendations from the Health Benefits Committee

and the specific coverage shall be as outlined in the Plan Administrator's Manual.

12.1.1.3 Should the Plan Administrator significantly alter plan options or coverage, the parties agree to negotiate over the effects of such changes.

12.1.2 Dental Plan

12.1.2.1 The County Office shall provide unit members, and their eligible dependents, with a dental services insurance plan, as specifically described in this Article.

12.1.2.2 The Plan Administrator shall be selected by the County Office with consideration of any recommendations from the Health Benefits Committee and the specific coverage shall be as outlined in the Plan Administrator's Manual.

12.1.2.3 Should the Plan Administrator significantly alter plan options or coverage, the parties agree to negotiate over the effects of such changes.

12.1.3 Vision Plan

12.1.3.1 Effective July 1, 2009, composite vision, Plan C/No Deductible, shall be provided to bargaining unit members and their family members except those with a Kaiser Plan that includes vision or to those who have waived health benefits.

12.2 County Office Contributions

12.2.1 The monthly Health and Welfare Benefits cap for employee only will be a maximum of \$9,000 annually (\$750 monthly) prorated according to a Full Time Equivalent (FTE).

12.2.2 Effective July 1, 2017, under health benefit rates, the County Office contribution will be a maximum of \$10,000 annually (\$833.33 monthly) prorated according to a Full Time Equivalent (FTE) for **Employee Plus** (define as: Employee + Spouse, Employee + Child(ren), Employee + Family).

ARTICLE XIII – SALARIES

13.1 The Certificated Salary Schedules shall be: Appendix B – Certificated Salary Schedule for Special Education-Alternative Education-CTE Instructors-and Social Workers, based upon 186 days, and Appendix B-1 – School Nurse-Speech and Language Pathologist-Early Intervention Specialist-Augmentative Alternative Communication Specialist, based upon 195 days.

- 13.1.1 Bargaining unit members whose work year exceeds 186 days per their employment contract shall be paid at their per diem rate.
- 13.2 Special Education teachers who have an Emergency Credential or waiver to teach Special Education classes, and who also hold a current clear credential in another area, will be placed in the appropriate Column A-E on the salary schedule, rather than in the Pre-A column.
- 13.3 Due to the “pay as earned” requirement as set forth by STRS/PERS, PCOE will establish a program by which employees on an 11 month salary payment may have an equal and agreed amount deducted from each monthly paycheck and electronically deposited in the financial institution of their choice in order for them to accumulate the approximate equivalent of the 12th month of pay.
- 13.4 PACE members working in a regular assignment that is located within the Tahoe/Truckee School District boundaries will receive an 8% increase to the base salary schedule. This does not include itinerant staff.
- 13.5 Bargaining unit members will be allowed to take a maximum of fifteen (15) semester units per fiscal year for advancement on the salary schedule.
- 13.6 Initial Placement for new bargaining unit members shall be up to a total of nine (9) service years with maximum entering placement on the tenth (10) step.

ARTICLE XIV – ADVANCEMENT ON THE SALARY SCHEDULE

- 14.1 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class, within the limits of “Appendix B – Certificated Salary Schedule” on July 1st of the next school year.

All School Nurses and Speech and Language Pathologists shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class, within the limits of “Appendix B-1 – School Nurses and Speech and Language Pathologist Salary Schedule” on July 1st of the next school year. School Nurses and Speech and Language Pathologists currently employed will be placed on “Appendix B-1 – School Nurse and Speech and Language Pathologist Salary Schedule”, will be given full credit for years employed with PCOE and will be placed on the highest step closest to their current contractual salary.

Article omitted.

- 14.3 All employees are encouraged to improve their proficiency through study. Approved courses completed at an accredited college or university will be credited to the individual for salary advancement purposes. Units may be obtained by taking a course from an accredited college or university or through County Office approved in-service programs. Employees enrolled in advanced degree or required credential/waiver programs may seek approval to enroll and receive credit for a maximum of fifteen (15) semester units per fiscal year.

Credit for advancement on the salary schedule will only be given for those units earned after one of the following conditions is met:

1. Granting of a BA Degree, or
2. Granting of a vocational designated subjects preliminary teaching credential, or
3. Granting of a clear teaching credential, or
4. Granting of units earned as a requirement for a nurse, speech pathologist, or vocational license/certification.

Advancement credit will not be allowed for lower division or general education classes unless they are completed after the awarding of a degree or credential and are "directly related to" the employee's program/curriculum and have the approval of the employee's immediate supervisor and the Superintendent's designee in Human Resources.

The procedures for course approval are as follows:

1. Employees planning to receive credit for courses should submit a Course Approval Form to the Superintendent's designee prior to enrollment to insure that the course meets the criteria of this policy.

- a. The Course Approval Form must be signed by the employee's program administrator.

2. In order to receive Salary Schedule credit, employees must present transcripts or grade cards for completed courses.

Upon recommendation of the program administrator or supervisor, the Superintendent's designee will consider such requests for application to the Salary Schedule. It shall be the responsibility of the Superintendent's designee to consider each request, individually, without precedent to any other like request.

One of the following standards shall be used to determine course approval for Salary Schedule advancement:

1. Upper Division or Graduate Courses.

2. A course in an employee's major or minor.

3. A course required for an advanced degree in education or in the employee's major or minor or a course required for a credential for the employee's assignment or licensure/certification. To receive credit under this section, an employee must be actually enrolled in an advanced degree program or have submitted written intent to enroll to the Superintendent's designee.

4. A course directly related to a subject presently taught in the school or county program or a course directly related to a subject tentatively planned for implementation within the County Office. "Directly related to" is to be interpreted to mean that the course content has a direct immediate benefit to the classroom instruction as contrasted to an indirect benefit which would accrue from the pursuit of courses of general interest or generalized knowledge concerning education matters.

5. County Office approved in-service Credit

A lower division, upper division, or graduate course, which does not meet one of the requirements of the above, mentioned criteria may be approved by the Superintendent's designee on an individual basis. In the event the Superintendent's designee does not approve such course, the individual may appeal that decision to the Superintendent, whose decision shall be final.

For salary advancement, credit will be granted for only courses in which a grade of C or better is earned. For courses that are designated as "pass/fail" or "credit/no credit", a grade of "pass" or "credit" is required for salary advancement credit.

Nursing, Speech Pathologist, or Specific Vocational/R.O.P. License or Certification Continuing Education Requirements: All employees who are required to take various hours of Continuing Education Units (CEUs), and other course work periodically to maintain their licenses and certifications will be permitted to advance on the salary schedule. Approved Continuing Units (CEUs) and other courses are equivalent to academic units under the following formula:

1 academic semester unit equals 15 CEUs or hours of instruction in any course required to maintain a license or certification.

ARTICLE XV – RETIREMENT

15.1 All eligible bargaining unit members hired prior to July 1, 1990, and retiring after fifteen (15) consecutive years of service with the County Office, will have their health insurance

payment made to the appropriate insurance carrier. The amount paid will not exceed the amount paid for employee only coverage of regular active employees of the office.

- 15.2 The County Office shall provide payment of health insurance coverage up to \$410 for all eligible retired bargaining unit members only (single-person coverage) upon entering STRS/PERS following the completion of fifteen (15) consecutive years of service prior to the date of retirement. Retirees are not eligible for County paid dental coverage insurance; however, they may elect coverage on a cost-recovery basis. The retiree may continue dependent coverage provided the retiree pays his/her share of medical premium a month or more in advance.
- 15.3 Beginning July 1, 1990, new hires will not be eligible for paid health coverage for retirees as provided in this section. Unit members retiring from the County Office who are not eligible for paid coverage may pay health insurance premiums to the appropriate carrier through the County Office Human Resources Department. These payments must be made on a monthly prepayment basis.
- 15.4 The insurance shall provide full benefits for eligible retired unit members up to the age at which they become eligible for Medicare/Medicaid, and afterwards shall cover only those eligible expenses not covered by Medicare/Medicaid, or other health insurance programs. Retired unit members and eligible spouses who choose to participate in the health insurance program shall be charged according to the following regulations.
- 15.5 "Retiring" means receiving retirement benefits from STRS/PERS.
- 15.6 To receive these benefits, a unit member must be eligible and apply within sixty (60) days of retirement from the County Office.
- 15.7 As of July 1, 1996, the County Office adopted tiered rates for eligible retirees and spouses. Tiered rates are available in all offered medical plans. Retiree and spouse age and Medicare enrollment status will determine the appropriate tier.
- 15.8 For those retirees who do not elect to continue dependent coverage, the County Office shall pay the full amount of the medical premium up to \$410. The retiree shall be responsible for the balance of the premium over the current medical cap.
- 15.9 For those retirees who elect to include an eligible spouse for health coverage, the health and welfare premiums shall be prorated. The retiree will be responsible for the difference between the single and spouse rate for coverage.
- 15.10 Current medical cap and medical plan rate schedules are available in the County Office Human Resources Department.

- 15.11 Coverage under this program will continue only as long as the retiree reimburses the County Office his/her share of the medical premium on a monthly prepayment basis. Failure to make payment will result in termination of benefits.
- 15.12 Retirees that discontinue coverage cannot reenroll in any plan even during open enrollment. The "break in coverage" regulation does not apply. Retirees may select medical coverage only, or all offered benefits. Retirees may not select dental or vision coverage without medical coverage. Retirees are not eligible for SIG sponsored group life insurance coverage.
- 15.13 At age 65, covered retirees and their spouses eligible for Medicaid benefits must report to the County Office upon obtaining eligibility for such benefits. Failure to report Medicare/Medicaid eligibility status will result in termination of County Office group medical benefits.

ARTICLE XVI – SAFETY

16.1 Safe Working Conditions

16.1.1 The County Office shall institute a safety program to maintain safe working conditions and equipment for all employees.

16.1.2 The County Office shall comply with all health, safety, and sanitation requirements imposed by federal, state, and local laws.

16.1.3 Bargaining unit members shall not be required to work in unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Unit members may refuse any directions that could reasonably endanger anyone's life, safety and/or welfare.

16.2 Procedures

16.2.1 The County Office shall establish a Safety Committee made up of two (2) classified, four (4) certificated (up to two (2) to be designated by PACE), and two (2) management employees. The Safety Committee shall meet quarterly as necessary to investigate and make recommendations concerning safety requirements. The scheduling of meetings will take into consideration the work hours of all Safety Committee members. If it is determined that a substitute is required, the cost of the substitute will be paid by PCOE.

16.2.2 Safety Committee investigations and recommendations shall be in writing and forwarded to the County Superintendent or his/her designee, with a copy to the PACE/CTA Chapter President. A written response to recommendations shall be given to the Safety Committee, with a copy to the PACE/CTA Chapter President, within 30 days.

16.2.3 Unit members shall report unsafe conditions or hazards to their supervisor and/or using the County work order request system. Upon notification, the County Office shall take appropriate steps to eliminate or correct unsafe or hazardous conditions as necessary.

16.2.4 No unit member shall be discriminated against as a result of reporting any condition believed to be a violation of this Article.

16.3 CPR Certification

16.3.1 For existing members, PCOE will provide all unit members, any CPR certification and re-certification as required per the job description or health/academic needs of students. For members in which CPR/First Aid training is not required, the member may elect to participate in CPR/First Aid training offered at PCOE's expense, as PCOE-provided trainings are available.

ARTICLE XVII – EVALUATION PROCEDURES

17.1 Except as noted in Article 17.2 below, probationary and temporary unit members shall be evaluated each school year. Permanent unit members shall be evaluated every other school year, unless performance concerns warrant more frequent evaluation. Except for temporary unit members, if a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer; such evaluation shall take place during the first year of return to duty.

17.2 Permanent unit members who have been employed at least ten (10) years with the County and whose previous evaluator rated the unit member as "Satisfactory – Meets Standards," shall be evaluated every five (5) years if the unit members and current evaluator consent to this schedule. The unit member or the evaluator may withdraw consent at any time.

17.3 Within the first four (4) weeks of the unit member's work year/school year, the evaluator will notify temporary, probationary, and permanent unit members who are subject to the evaluation process during the current school year. The unit member shall

be furnished a copy of the evaluation of teaching performance form, and the summary evaluation form, and advised of the criteria upon which the summary evaluation is to be based. For non-instructional unit members, a copy of the evaluation of non-instructional performance form, and the summary evaluation form will be provided.

17.4 The County shall assess unit member's competency as it reasonably relates to the California Standards for the Teaching Profession and standards of expected pupil achievement, including:

17.4.1 Supporting students towards standards of expected achievement.

17.4.2 The instructional techniques and strategies used by the unit member.

17.4.3 The unit member's adherence to curricular objectives.

17.4.4 The establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities.

Note: A copy of the Evaluation of Teaching Performance and Summary Evaluation is included in Appendix C of this Agreement.

17.5 On or before November 15, the unit member being evaluated and the evaluator will meet, develop, and put in writing the standards, goals, and objectives which will form the basis for the summary evaluation.

17.6 During the course of the evaluation period, circumstances may change which may require either party to make modifications of the original standards, goals and objectives. The unit member may request a change of these standards, goals and objectives.

17.7 The evaluation process shall include the following activities:

17.7.1 Classroom observations made during the evaluation period shall be of sufficient time and frequency to effectively evaluate the unit member.

17.7.2 A discussion between the evaluator and unit member shall be held following an observation when any deficiencies are noted. The evaluator shall discuss with the unit member and put in writing a description of the deficiencies noted; resources to be provided by the County, if any, to support the unit member in achieving the needed improvement; and, if applicable, a time-schedule to monitor progress. The unit member shall take action to correct any cited deficiencies, based upon the evaluator's recommendations for improvement; and based upon the evaluator's assistance in implementing such recommendations.

17.7.3 Unit members with permanent status receiving a “Needs Improvement” or “Unsatisfactory” summary evaluation will be evaluated annually until the unit member achieves a “Satisfactory” summary evaluation.

17.7.4 Unit members with permanent status receiving an “Unsatisfactory” summary evaluation will be referred to the Peer Assistance and Review (P.A.R.) program.

17.7.5 In preparing the summary evaluation form for placement in the unit member’s personnel file, the evaluator shall utilize information from classroom observations, evaluation conferences and duties and responsibilities as stated in the unit member’s job description. Any deficiencies noted in writing and discussed with the unit member, that were satisfactorily corrected, shall be recognized in the summary evaluation form.

17.7.6 A copy of the summary evaluation shall be given to the unit member no later than twenty (20) work days prior to the end of the school year. In the event the unit member disputes the content, the unit member may prepare a written statement which shall be attached to the summary evaluation unless otherwise agreed. The summary evaluation form shall contain an overall evaluation of “Satisfactory—Meets Standards, Goals and Objectives”, “Needs Improvement”, and “Unsatisfactory—Does Not Meet Standards, Goals and Objectives”; and, a re-employment recommendation of “Retain”, “Do Not Retain”, and “Retain based on PAR participation.”

17.7.7 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members, except as provided for in the Peer Assistance and Review (P.A.R.) program, or to formally evaluate classified employees.

17.8 The summary evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:

17.8.1 Student performance on standardized tests shall not be used as part of the summary evaluation of unit members.

17.8.2 Evaluation by an instructional or clerical aide or other classified personnel of the County Office.

17.8.3 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.

17.8.4 The personal life or lifestyle of a unit member, including his/her personal opinions, scholarly, literary, or artistic endeavor exercised outside the workplace.

17.9 In the event the County Office anticipates pending disciplinary action based upon the summary evaluation, the County Office will notify the unit member that he/she may invite a representative to be present at the meeting.

- 17.10 Any new evaluation forms developed pursuant to the requirements of this Article or for the evaluation of unit members shall be attached to this Agreement.

ARTICLE XVIII – TRANSFERS AND REASSIGNMENTS

- 18.1 All transfers and reassignments shall be based upon the principle of serving the best interest of the over-all education program while taking into account the rights, privileges, and professional responsibilities of unit members.
- 18.2 A transfer is the movement of a unit member from one work location to another work location, as long as the move involves changing worksites (i.e., the location(s) where the unit member is serving students).
- 18.3 A reassignment is the movement of a unit member within the same worksite(s).
- 18.4 Vacancies

18.4.1 A vacancy is any position in the bargaining unit that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental instructional programs offered by the County.

18.4.2 Upon written request by the unit member, the County shall notify such unit members by mail of any posted openings. The County shall notify all unit members by e-mail of any posted openings which may arise.

18.4.3 If a unit member already has a transfer application on file, they need only notify the County in writing by internal memo, mail, or email that they wish to be considered for a posted opening. Transfer applications will remain in force for a period of two years. Upon expiration of the two year period, unit members must resubmit a transfer application to be considered for any vacancies. All PACE vacancies will be posted internally for 2 working days and unit members shall be given first consideration in filling any vacancy within the bargaining unit.

18.4.4 No outside applicant shall be considered to fill a vacancy until all qualified unit member applicants have been considered.

18.4.5 The County Superintendent, who has final authority in selecting the candidate, shall base his/her decision upon the legitimate educational needs of the County, which include:

- 18.4.5.1 Candidate's credentials to perform the required service,
- 18.4.5.2 Candidate's experience within the grade level and/or subject area,
- 18.4.5.3 Candidate's special curriculum background, and
- 18.4.5.4 Candidate's individual talent and skill.
- 18.4.5.5 Candidate's seniority.

18.5 Voluntary Transfer/Reassignment

18.5.1 A unit member may submit a request for transfer to the County at any time, whether or not a vacancy exists. A unit member may also submit a request to the County for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article. Such requests should be submitted to the Human Resources office.

18.5.2 A transfer/reassignment request shall not be denied arbitrarily, capriciously, or without basis in fact.

18.5.3 If a unit member's request for a voluntary transfer/reassignment is denied, the County shall, at the unit member's written request, furnish written reasons for the denial. Such request shall be submitted to the Human Resources office.

18.5.4 When a unit member has not applied for a specific vacancy, and, if the unit member requests that her/his application for transfer/reassignment be kept confidential, to the extent practicable the supervisor and worksite shall not be notified by the County of the application.

18.6 Involuntary Transfers/Reassignments

18.6.1 Involuntary transfers and reassignments shall not be punitive or disciplinary and shall be based upon the legitimate educational needs of the County, which include:

- 18.6.1.1 Reorganization of a school site or track;
- 18.6.1.2 Special curriculum needs at a school site or on a track;
- 18.6.1.3 Welfare of the educational program;

18.6.1.4 Criteria set forth under paragraph 4.5.

18.6.2 The County Superintendent has final authority in determining involuntary transfers and reassignments.

18.6.3 For any unit member required to transfer sites, classrooms, or programs, the County Office will work with the unit member to determine any amount of compensated time, at their current hourly rate, needed for relocation. In addition, PCOE may secure a substitute teacher to take the place of the unit member so that preparation may occur during the regular work day.

18.7 Notification of Assignment

18.7.1 To the extent possible, each unit member shall be given written notice of their initial assignment for the following school year not later than May 30th. To the extent possible, the initial notice shall specify the school site, grade, and subject area to which the unit member will be assigned.

ARTICLE XIX – COMPLAINTS

- 19.1 The County places trust in its employees and desires to support their actions in such manner that unit members are freed from unwarranted or spiteful criticism and complaints. No negative and/or unsatisfactory evaluation, assignment, discipline, dismissal or other adverse action shall be taken predicated upon complaints, information or material of a derogatory or critical nature which has been received by the County from pupils, parents, county employees, public agency, and/or the public, unless the following procedures have been followed.
- 19.2 Actionable complaints against unit members must be in writing and must specify the reason for the complaint and the circumstances surrounding any incidents involving the complaint. All written complaints will be directed to the supervisor of the unit member named in the complaint. The unit member's supervisor shall attempt to resolve all complaints informally at the lowest possible level.
- 19.3 The complaint may be placed in the unit member's file. All complaints put into writing against a unit member as described in 19.2, shall be reported to the unit member by the supervisor within five (5) days of receipt.
- 19.4 If appropriate, the supervisor will encourage the complainant to meet with the unit member to attempt an informal resolution. At the request of the unit member, *and*

with the consent of the complainant, association representatives(s) may be present at the meeting. If the matter is not resolved through a meeting process to the satisfaction of the complainant, or if the complainant and unit member do not meet to attempt an informal resolution, the unit member shall be afforded the opportunity to review the written complaint and prepare a response.

- 19.5 Complaints which are withdrawn, shown to be false, or are not sustained through investigation shall neither be placed in the unit member's personnel file nor utilized in any evaluation, assignment, or disciplinary or dismissal action against the unit member.
- 19.6 All information or proceedings regarding any complaint shall be kept confidential by the County.

ARTICLE XX – ORGANIZATIONAL SECURITY

- 20.1 The Association shall have the sole exclusive right to have membership dues deducted for employees in the bargaining unit represented by the Association. It is the individual decision of each unit member whether to join the Association.
- 20.2 The Association will maintain individual authorizations for payroll deductions for union dues and therefore will not submit to the County Office copies of said authorizations in order for the payroll deductions to be effective, unless as a courtesy or if a dispute arises about the existence or terms of written authorizations.
- 20.3 To initiate payroll dues deduction for a unit member, the Association shall provide the County Office with written notification of all new employees for whom dues are to be withheld via payroll deduction. It shall also provide the County Office with written notification of any cancellations or changes to employee authorization for payroll dues deductions. All current employees who are members of the Association shall continue to have dues deducted by the County Office through payroll deduction unless notified otherwise in writing by the Association.
- 20.4 Payroll deduction for union dues shall continue from year to year without reauthorization. Any changes to the amount of dues to be deducted from union members pay warrants will be communicated to the County in writing by the Association. Change shall be implemented within 45 days.
- 20.5 Pursuant to the certification of the list by the Association, the County Office shall deduct from the unit members as provided for above, in accordance with the dues and/or fee schedule(s) provided to the County Office by the Association.
- 20.6 With respect to all sums deducted by the County Office pursuant to sections above, the County Office agrees to remit such moneys to the Association in a timely manner

accompanied by an alphabetical list of unit members for whom such deductions have been made.

- 20.7 The Association agrees to indemnify and hold the County Office harmless against any reasonable legal fees, legal costs, and settlement or judgment liability arising from any court or administrative action relating to the County Office's compliance with this Article. The Association shall have the exclusive right to determine whether any such action or proceeding shall or shall not be resisted, defended, tried or appealed. This indemnification and hold harmless duty shall not include actions related to compliance with the article brought by the Association.

The association shall indemnify and hold harmless the County Office for any claims made by the employee for deductions made in reliance on its notification to the County Office or on information that it provides to the County Office regarding employee payroll deductions.

- 20.8 Only the County Office's payroll procedure with respect to this Article may be subject to a grievance filed by the unit member and/or by the Association.

ARTICLE XXI – CLASS SIZE/CASELOAD

- 21.1 The County Office recognizes that in order to provide a valuable education and a safe environment for students and staff, class size should be maintained at levels that are conducive to the most effective use of teaching personnel and the practice of valuable teaching methods for the benefit of students.

- 21.2 Due to the diverse nature of the programs and locations of the programs, the County Office desires flexibility in determining class sizes and caseloads which are consistent with state law and which recognize the interests of bargaining unit members.

- 21.3 Regional Occupational Program

21.3.1 Consistent with state law, the guidelines for every course or program offered by the R.O.P. is reviewed by the R.O.P. Administration every two years to assure the following:

- The course or program meets a labor market demand
- The course or program does not represent unnecessary duplication of other training programs in the area
- The course or program is of demonstrated effectiveness as measured by the employment and completion success of its students

- The course or program has a subject matter advisory committee established and operational
- The students completing an R.O.P. course or program will be issued a Certificate of Completion by the instructor
- The course or program has sufficient enrollment in each individual approved course
- The course has sufficient income to cover all instructional costs.

21.3.2 Courses that fail to meet Biennial Review requirements and standards may be terminated within one year of the biennial review.

21.3.3 R.O.P. classes must maintain sufficient enrollment, to be determined by the administrator in charge, for continuation. A class that falls below minimum enrollment may be terminated.

- The teacher shall be notified that his/her enrollment is below the expected minimum.
- The teacher and his/her supervisors shall discuss methods for increasing enrollment.

ARTICLE XXII – DURATION AND REOPENERS

22.1 The Agreement shall become effective July 1, 2019 and shall remain in effect through June 30, 2022.

22.2 For each of the following school years: 2020-2021 and 2021-2022, the parties may reopen negotiations for Article XIV (Salaries) and Article XIII (Health and Welfare Benefits) and one (1) Article selected by each party. In addition, the parties may reopen any articles mutually agreed upon.

Signed:

Stannone-Lee

For the Placer Association of Certificated Educators

February 3, 2021

Date

Gayle Hutchings

For the Placer County Office of Education

July 6, 2021

Date

APPENDIX A – PCOE-PACE GRIEVANCE FORM

Date:

Name of Grievant:

Work Location:

Name of Association Representative:

Grievant's Work Function:

Provisions of the Agreement Alleged to Have Been Violated, Misapplied or Misinterpreted:

Brief Statement of the Grievance:

Remedy Sought:

Signed:

Grievant

Association Representative

APPENDIX B – CERTIFICATED SALARY SCHEDULE

**PLACER COUNTY OFFICE OF EDUCATION
SPECIAL EDUCATION-ALTERNATIVE EDUCATION-CTE INSTRUCTORS-AND SOCIAL WORKER
SALARY SCHEDULE
BASED UPON 186 DAYS
2021-2022**

<u>Range</u>	<u>Pre-A</u>	<u>BA Cred A</u>	<u>BA/Cred 15 Units B</u>	<u>BA/Cred 30 Units C</u>	<u>BA/Cred 45 Units D</u>	<u>BA/Cred 60 Units E</u>	<u>BA/Cred 75 Units F</u>
1	\$47,281	\$55,649	\$56,330	\$57,007	\$57,684	\$58,363	\$59,038
2	\$47,962	\$56,330	\$57,007	\$57,684	\$58,363	\$59,038	\$59,719
3	\$48,641	\$57,007	\$57,684	\$58,363	\$59,038	\$59,719	\$60,351
4	\$49,318	\$57,684	\$58,363	\$59,038	\$59,719	\$60,351	\$63,366
5	\$50,008	\$58,363	\$59,038	\$59,719	\$60,351	\$63,366	\$66,538
6	\$50,008	\$59,038	\$59,719	\$60,351	\$63,366	\$66,538	\$69,862
7	\$50,008	\$59,719	\$60,351	\$63,366	\$66,538	\$69,862	\$73,353
8	\$50,008	\$59,719	\$63,366	\$66,538	\$69,862	\$73,353	\$77,023
9	\$50,008	\$59,719	\$66,538	\$69,862	\$73,353	\$77,023	\$80,875
10	\$50,008	\$59,719	\$66,538	\$73,353	\$77,023	\$80,875	\$84,918
11	\$50,008	\$59,719	\$66,538	\$77,023	\$80,875	\$84,918	\$89,163
12	\$50,008	\$59,719	\$66,538	\$77,023	\$84,918	\$89,163	\$93,621
13	\$50,008	\$59,719	\$66,538	\$77,023	\$84,918	\$89,163	\$93,621
14	\$50,008	\$59,719	\$66,538	\$77,023	\$84,918	\$89,163	\$93,621
15	\$51,009	\$60,911	\$67,868	\$78,563	\$86,615	\$90,947	\$95,494

Total of nine service years with maximum entering placement on the tenth step

This salary schedule is based on the Beginning Teacher Salary Incentive Program (SB 1643)

Assignment requiring a Special Education Credential: \$3,000 Annual

MA/MS: \$1,500 Annual

Pre-A: Holders of Emergency Credentials, Permits, and/or waivers

Health & Welfare Benefit Cap
Employee Only: \$9,000 annually
Employee Plus (as defined in Article 13.2.4):
\$10,000 annually

Longevity: This benefit is restricted to those employees with a hire date prior to July 1, 2003
Longevity shall begin July 1st of the fiscal year in which a unit member reaches 15, 20, or 25 years of consecutive service.

5% for 15 years of consecutive service
10% for 20 years of consecutive service
15% for 25 years of consecutive service

An 8% increase to the base salary for PACE members working in a regular assignment within the Tahoe/Truckee School District boundaries

2.5% effective: 07/01/16
1.65% effective: 07/01/17
Changed days from 185 to 186: effective 07/01/18
3.0% effective: 07/01/18
3.0% effective: 07/01/19
3.0% effective: 07/01/20
2.0% effective: 07/01/21

APPENDIX B-1 – SCHOOL NURSE/SPEECH AND LANGUAGE PATHOLOGIST/EARLY INTERVENTION SPECIALIST/AUGMENTATIVE ALTERNATIVE COMMUNICATION SPECIALIST SALARY SCHEDULE

**PLACER COUNTY OFFICE OF EDUCATION
SCHOOL NURSE/SPEECH AND LANGUAGE PATHOLOGIST
EARLY INTERVENTION SPECIALIST/AUGMENTATIVE COMMUNICATION SPECIALIST
SALARY SCHEDULE
BASED UPON 195 DAYS
2021-2022**

<u>Range</u>	BA/Cred up to 45 Units	BA/Cred 45 + Units
1	\$77,402	\$81,276
2	\$81,276	\$85,340
3	\$85,340	\$89,606
4	\$89,606	\$94,088
5	\$94,088	\$98,791
6	\$98,791	\$103,730
7	\$103,730	\$108,913
8	\$108,913	\$114,364

Assignment requiring a School Nurse/Speech & Language Pathologist Credential: \$3,000 Annual

MA/MS: \$1,500 Annual

Longevity: This benefit is restricted to those employees with a hire date prior to July 1, 2003
Longevity shall begin July 1st of the fiscal year in which a unit member reaches 15, 20, or 25 years
of consecutive service.

5% for 15 years of consecutive service
10% for 20 years of consecutive service
15% for 25 years of consecutive service

Health & Welfare Benefit Cap
Employee Only: \$9,000 annually
Employee Plus (as defined in Article 13.2.4):
\$10,000 annually

**An 8% increase to the base salary for PACE members working in a regular assignment
within the Tahoe/Truckee School District boundaries**

****Early Intervention Specialist-Speech & Language Pathologists work 200 days, receiving the daily rate
for the additional 5 days of work beyond 195 day as noted above.**

Approved: 07/01/18
3.0% effective: 07/01/18
3.0% effective: 07/01/19
3.0% effective: 07/01/20
2.0% effective: 07/01/21

APPENDIX C – EVALUATION OF TEACHING PERFORMANCE

PLACER COUNTY OFFICE OF EDUCATION

EVALUATION OF TEACHING PERFORMANCE AND SUMMARY

(Please print on 3-part NCR paper)

Teacher _____ Date _____

Program _____

Grade/Subject _____

Period Covered by this Evaluation _____

Dates of Conferences _____

Dates of Observations _____

Status of Teacher: _____ Emergency Permit/Waiver _____ Probationary 1
 _____ Probationary 2 _____ Temporary _____ Permanent

1. **MEETS/EXCEEDS STANDARDS**
2. **NEEDS IMPROVEMENT**
3. **UNSATISFACTORY - DOES NOT MEET STANDARDS**

STANDARD I - Engaging and Supporting All Students in Learning	1	2	3
• Connecting students' prior knowledge, life experience, and interests with learning goals			
• Using a variety of instructional strategies and resources to respond to students' diverse needs			
• Facilitating learning experiences that promote autonomy, interaction, and choice			
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
• Promoting self-directed, reflective learning for all students			

STANDARD II - Creating & Maintaining Effective Environments for Student Learning	1	2	3
• Creating a physical environment that engages all students			
• Establishing a climate that promotes fairness and respect			
• Promoting social development and group responsibility			
• Establishing and maintaining standards for student behavior			
• Planning and implementing classroom procedures and routines that support student learning			
• Using instructional time effectively			
STANDARD III - Understanding & Organizing Subject Matter for Student Learning	1	2	3
• Demonstrating knowledge of subject matter content and student development			
• Organizing curriculum to support student understanding of subject matter			
• Interrelating ideas and information within and across subject matter areas			
• Developing student understanding through instructional strategies that are appropriate to the subject matter			
• Using materials, resources and technologies to make subject matter accessible to students			
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students	1	2	3
• Drawing on and valuing students' backgrounds, interests, and developmental learning needs			
• Establishing and articulating goals for student learning			
• Developing and sequencing instructional activities and materials for student learning			
• Designing long and short term plans to foster student learning			
• Modifying instructional plans to adjust for student needs			

STANDARD V - Assessing Student Learning	1	2	3
• Establishing and communicating learning goals for all students			
• Collecting and using multiple sources of information to assess student learning.			
• Involving and guiding students in assessing their own learning			
• Using results of assessments to guide instruction			
• Communicating with students, families, and other audiences about student progress			
STANDARD VI - Developing as a Professional Educator	1	2	3
• Reflecting on teaching practice and planning professional development			
• Establishing professional goals and pursuing opportunities to grow professionally			
• Working with communities to improve professional practice			
• Working with families to improve professional practice			
• Working with colleagues to improve professional practice			

Evaluator's Signature **Date** **Teacher's Signature** **Date**

Narrative Comments:

EVALUATION OF TEACHING PERFORMANCE
SUMMARY EVALUATION

Name _____ Date _____

INSTRUCTIONS

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

OVERALL EVALUATION:

- Satisfactory - Meets Standards
- Needs Improvement
- Unsatisfactory - Does Not Meet Standards
 - Referred to PAR

RE-EMPLOYMENT RECOMMENDATION:

- Retain
- Do Not Retain
- Retain based on PAR participation

SIGNATURES Evaluator _____ Date _____

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

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

Teacher _____ Date _____

APPENDIX D – EVALUATION OF SLP PERFORMANCE

PLACER COUNTY OFFICE OF EDUCATION

EVALUATION OF SPEECH AND LANGUAGE PATHOLOGIST PERFORMANCE

(Please print on 3-part NCR paper)

Teacher _____ Date _____

Program _____

Grade/Subject _____

Period Covered by this Evaluation _____

Dates of Conferences _____

Dates of Observations _____

Status of Teacher: _____ Emergency Permit/Waiver _____ Probationary 1

_____ Probationary 2 _____ Temporary _____ Permanent

1. MEETS/EXCEEDS STANDARDS
2. NEEDS IMPROVEMENT
3. UNSATISFACTORY - DOES NOT MEET STANDARDS

STANDARD I - Engaging and Supporting All Students in Learning	1	2	3
• Connecting students' prior knowledge, life experience, and interests with learning goals			
• Using a variety of instructional strategies and resources to respond to students' diverse needs			
• Facilitating learning experiences that promote autonomy, interaction, and choice			
• Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
• Promoting self-directed, reflective learning for all students			

STANDARD II - Creating & Maintaining Effective Environments for Student Learning	1	2	3
• Creating a physical environment that engages all students			
• Promoting social development and group responsibility			
• Establishing and maintaining standards for student behavior			
• Supporting students in following classroom procedures and routines.			
• Using instructional time effectively			
STANDARD III - Understanding & Organizing Subject Matter for Student Learning	1	2	3
• Demonstrating knowledge of student’s speech and language needs and creates goals to meet those needs			
• Organizing therapy delivery to support student understanding of subject matter			
• Collaboration with teachers to facilitate an optimal learning environment			
• Developing student understanding through instructional strategies that are appropriate to the subject matter			
• Using materials, resources and technologies to make subject matter accessible to students			
STANDARD IV - Planning Instruction & Designing Learning Experiences for All Students	1	2	3
• Drawing on and valuing students' backgrounds, interests, and developmental learning needs			
• Establishing and articulating goals for student learning			
• Developing and sequencing instructional activities and materials for student learning			
• Designing long and short term plans to foster student learning			
• Modifying instructional plans to adjust for student needs			

STANDARD V - Assessing Student Learning	1	2	3
• Establishing and communicating learning goals for all students			
• Collecting and using multiple sources of information to assess student learning.			
• Involving and guiding students in assessing their own learning			
• Using results of assessments to guide instruction			
• Communicating with students, families, and other audiences about student progress			
STANDARD VI - Developing as a Professional Educator	1	2	3
• Reflecting on teaching practice and planning professional development			
• Establishing professional goals and pursuing opportunities to grow professionally			
• Working with communities to improve professional practice			
• Working with families to improve professional practice			
• Working with colleagues to improve professional practice			
• Utilizing updated research based and effective therapy techniques			

Evaluator's Signature

Date

Employee's Signature

Date

Narrative Comments:

EVALUATION OF TEACHING PERFORMANCE

SUMMARY EVALUATION

Name _____ Date _____

INSTRUCTIONS

1. Commendations and recommendations must include those relative to the Standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

OVERALL EVALUATION:

- Satisfactory - Meets Standards
- Needs Improvement
- Unsatisfactory - Does Not Meet Standards
 - Referred to PAR

RE-EMPLOYMENT RECOMMENDATION:

- Retain
- Do Not Retain
- Retain Based on PAR participation

SIGNATURES Evaluator _____ Date _____

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

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

Employee _____ Date _____

APPENDIX E – EVALUATION OF NURSING PERFORMANCE

PLACER COUNTY OFFICE OF EDUCATION
EVALUATION OF NURSING PERFORMANCE

(Please print on 3-part NCR paper)

Employee Name _____ Date _____

Period Covered by this Evaluation _____

Status of Nurse: _____ Emergency Permit/Waiver _____ Probationary 1

_____ Probationary 2 _____ Temporary _____ Permanent

1. MEETS/EXCEEDS STANDARDS
2. NEEDS IMPROVEMENT
3. UNSATISFACTORY - DOES NOT MEET STANDARDS

	1	2	3	N/A
QUALITY OF CARE: The school nurse systematically evaluates the quality and effectiveness of school nursing practice.				
• Recommends school district policies and procedures and philosophy related to the health services program				
• Participates in developing, implementing, and evaluating the school health programs that eliminate or minimize student health concerns that may interfere with learning				
• Interprets and implements policies and procedures concerning communicable diseases				
• Develops and maintains standards for a system of first aid and school safety including identifying and reporting environmental health and safety hazards (current and potential) for students and staff to promote healthy classroom and school environments				
• Administers first aid in accordance with standing orders and acceptable school nursing practice				

PROFESSIONAL PRACTICE: The school nurse performs according to professional practice standards and relevant statutes, regulations, and policies.	1	2	3	N/A
• Nursing practice reflects knowledge of current professional practice standards, education, and health care laws, regulations and related policies and/or procedures of PCOE and host site districts and sites				
• Is punctual for scheduled meetings				
• Is readily available, easily contacted, and responsive to all requests in emergent and non-emergent situations				
• Posts daily and weekly schedules and updates with changes in a timely manner to support adequate daily staffing assignments and needs				
• Prioritizes, triages, assumes and completes shared responsibilities, as needed, to meet the needs of the Health Services team and students served				
• Is adaptable and follows Health Services team practices				
• Maintains a high standard of ethics, honesty, and integrity in all professional matters				
PROFESSIONAL DEVELOPMENT: The school nurse acquires and maintains current knowledge and competency in school nursing practice.	1	2	3	N/A
• Maintains current RN licensure and school nurse credential, public health certificate, certification as a school audiometrist, authorized vision screener, and scoliosis examiner				
• Assumes responsibility for continuing education/professional development				
• Reflects knowledge of current professional practice, laws, and regulations				
• Maintains CPR certification and is an active CPR instructor for PCOE staff				
• Participates in professional organizations in a membership and/or leadership capacity				
COLLEGIALITY, COLLABORATION, AND COMMUNICATION: The school nurse interacts, collaborates, and communicates with students, family, staff, community, and other providers in delivering student care and sharing relevant resources.	1	2	3	N/A

<ul style="list-style-type: none"> Promotes and maintains positive, professional working relationships with all staff and colleagues to achieve health services goals 				
<ul style="list-style-type: none"> Makes referrals, including provisions for continuity of care 				
<ul style="list-style-type: none"> Communicates effectively, verbally and in writing, with the students, families, school staff, community, and other providers regarding student care and role of nurses in the provision of health services 				
<ul style="list-style-type: none"> Shares knowledge and skills with nursing and interdisciplinary colleagues 				
<ul style="list-style-type: none"> Serves on community committees or boards as assigned 				

<p>PROGRAM MANAGEMENT: The school nurse manages school health services and promotes and maintains the health and well being of students, families, and school personnel by maintaining accurate and complete student health data, accessing and evaluating the health and developmental status of school children, implementing an individual plan for the care of students with health care needs.</p>	1	2	3	N/A
<ul style="list-style-type: none"> Assures student compliance with state legal requirements regarding immunization by maintaining records, referrals, and exclusions as necessary 				
<ul style="list-style-type: none"> Conducts state mandated screenings in district schools including: Vision (grades K or 1, 3, 6, 9, or 10); hearing (grades K, 1 or 2, 5, 8, 10, or 11); color vision (boys in grades K, 1, 2, or 3); scoliosis (7th grade girls, 8th grade boys) 				
<ul style="list-style-type: none"> Maintains (student's) compliance with CHDP physical mandates 				
<ul style="list-style-type: none"> Collects data and reviews and maintains pertinent individual student medical records and health information on the California Health Cumulative Record and pupil emergency record, emergency card, CSIR, and reports of physical examinations 				
<ul style="list-style-type: none"> Identifies student health and developmental needs through health assessments, procedures, programs and parental input for the purpose of developing the student's Health Plan 				
<ul style="list-style-type: none"> Assists in identification of students with disabilities, interprets health factors pertinent to the students disability and develops, implements, and evaluates the health component of the IEP 				
<ul style="list-style-type: none"> Refers students with suspected health problems to the appropriate source of health care and follows up as appropriate 				
<ul style="list-style-type: none"> Provides updated health information for individual education plan (IEP) triennials and as requested or necessary for annual, transition, and 30 day IEP's, in a timely manner 				
<ul style="list-style-type: none"> Serves as an active participant at the IEP team meetings when requested to attend 				

<ul style="list-style-type: none"> • Recommends necessary health-related modifications or accommodations for students with health issues to the supervising program administrator/coordinator and the classroom teacher 				
<ul style="list-style-type: none"> • Serves as a school liaison to community and medical community 				
<ul style="list-style-type: none"> • Provides direct and indirect supervision of health aides and paraprofessionals in meeting the health needs of students 				
<ul style="list-style-type: none"> • HEALTH EDUCATION: The school nurse assists students, family, the school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health education. 	1	2	3	N/A
<ul style="list-style-type: none"> • Provides health counseling and/or education to students, parents, and teachers as needed 				
<ul style="list-style-type: none"> • Provides consultation to teachers and assists in planning, implementing, and evaluating health education programs (i.e., family life education, Circles, etc.), and assists with instruction, as time allows 				
<ul style="list-style-type: none"> • Provides instruction for procedures, supervision, and management of students' specialized health care procedures and medication administration 				
<ul style="list-style-type: none"> • Provides professional development and consultation to staff on health-related issues (blood borne pathogens, universal precautions, communicable disease, CMV, CPR, AED, latex allergy, medication training, confidentiality, food allergies, public health issues, Family Life and health education programs and instruction, and other relevant topics) 				

Evaluator's Signature

Date

Employee's Signature

Date

Narrative comments and specific examples:

Specific recommendations with help or assistance that will be provided:

EVALUATION OF NURSING PERFORMANCE
SUMMARY EVALUATION

Nurse's Name _____

Date _____

INSTRUCTIONS

1. Commendations and recommendations must include those relative to the standards.
2. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

OVERALL EVALUATION OF SCHOOL NURSE:

- Satisfactory - Meets Standards
- Needs Improvement
- Unsatisfactory - Does Not Meet Standards
 - Referred to PAR*

RE-EMPLOYMENT RECOMMENDATION:

- Retain
- Do Not Retain
- Retain based on PAR participation

SIGNATURES:

Evaluator _____ Date _____

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation. A signature of this evaluation does not necessarily signify agreement with the evaluation.

Nurse _____ Date _____

APPENDIX F – EVALUATION OF EARLY INTERVENTION CERTIFICATED STAFF PERFORMANCE

PLACER COUNTY OFFICE OF EDUCATION EVALUATION OF EARLY INTERVENTION CERTIFICATED STAFF PERFORMANCE

(Please print on 3-part NCR paper)

Teacher _____ Date _____

Program _____

Grade/Subject _____

Period Covered by this Evaluation _____

Dates of Conferences _____

Dates of Observations _____

Status of Teacher: Emergency Permit/Waiver Probationary 1
 Probationary 2 Temporary Permanent

1. MEETS/EXCEEDS STANDARDS
2. NEEDS IMPROVEMENT
3. UNSATISFACTORY - DOES NOT MEET STANDARDS

STANDARD I – Utilizing family-centered practices to support families in promoting their child’s development	1	2	3
1.1 Uses family/child assets and interests to engage families as active participants in services			
1.2 Provides families with supports and resources that meet the family’s and child’s needs to achieve outcomes			
1.3 Interacts with the parent and child as a dyad rather than individuals			

1.4 Demonstrates knowledge of family systems as it relates to family functions, routines and cultures			
1.5 Demonstrates knowledge of child development and how to promote parent competence and confidence to facilitate their child’s development			
1.6 Understands the parallel process and how coaching as an intervention strategy promotes parent confidence and competence in assisting parents to meet the child’s developmental needs			
STANDARD II – Identifying and maintaining effective environments that optimize a child’s learning	1	2	3
2.1 Embeds intervention strategies in the child’s everyday natural routines, relationships, activities and places			
2.2 Demonstrates developmentally appropriate strategies that support parents in adapting the natural environment to meet infant/toddler developmental needs			
2.3 Supports and facilitates family/caregivers to respond to child’s cues and preferences and enhance child’s participation and communicative interactions			
2.4 Provides intervention within settings and activities that families identify as learning opportunities			
2.5 Demonstrates competence in using play as a foundation for learning			
2.6 Demonstrates knowledge of community resources and supports families in accessing them as desired			
2.7 Demonstrates models and approaches to home visiting and in-home interaction strategies			
STANDARD III – Designing and implementing appropriate instructional strategies	1	2	3
3.1 Develops learning strategies that address a child’s individual needs through social interactions and relationships			
3.2 Incorporates family’s learning style, priorities and cultural beliefs as they relate to instruction			
3.3 Demonstrates knowledge of typical and atypical development			
3.4 Focuses the parents’ attention on the child’s behavior and shares information about child development			

3.5 Demonstrates knowledge and ability in adapting toys, equipment and materials			
3.6 Demonstrates knowledge of and implements evidenced-based practices in Early Intervention			
STANDARD IV – Creating and maintaining effective teaming skills with families and staff	1	2	3
4.1 Utilizes effective communication skills that incorporate knowledge of adult learning styles			
4.2 Utilizes and demonstrates the principles of teamwork and collaboration			
4.3 Demonstrates respect for family values and culture			
4.4 Demonstrates understanding of roles and responsibilities for team members from referral through transition			
4.5 Provides timely and accurate information to families, other IFSP team members, and service providers			
STANDARD V – Assessing the child and developing intervention plans with the family	1	2	3
5.1 Assesses child’s cognitive, social-emotional, communication, motor, adaptive, vision, and hearing development			
5.2 Engages families as active participants in the assessment process			
5.3 Writes IFSP functional outcomes based on family concerns, priorities, resources, and developmental assessment			
5.4 Understands the connection between assessment information and the development of appropriate interventions			
5.5 Collaborates with family and other team members to link ongoing assessment with intervention planning utilizing the child and family’s everyday routines, relationships, places and partnerships			
STANDARD VI – Developing as a Professional Educator and fulfilling professional responsibilities	1	2	3
6.1 Reflects on teaching practice and planning professional development			
6.2 Establishes professional goals and pursues opportunities to grow professionally			

6.3 Works with communities to improve professional practice			
6.4 Works with families to improve professional practice			
6.5 Works with colleagues and administrators to improve professional practice			
6.6 Establishes and maintains effective relationships with those contacted in the course of work			
6.7 Complies with established rules, policies, procedures, statutes and regulations from referral through transition			
6.8 Demonstrates understanding of Part C to Part B regulations and teamwork in development of an IEP			

Evaluator's Signature

Date

Teacher's Signature

Date

Narrative Comments:

EVALUATION OF EARLY INTERVENTION CERTIFICATED

STAFF PERFORMANCE

SUMMARY EVALUATION

Name _____ Date _____

INSTRUCTIONS

3. Commendations and recommendations must include those relative to the Standards.
4. Comments that indicate a need for improvement should be specific in nature and recommend methods of improvement.

OVERALL EVALUATION:

- Satisfactory - Meets Standards
- Needs Improvement
- Unsatisfactory - Does Not Meet Standards
 - Referred to PAR

RE-EMPLOYMENT RECOMMENDATION:

- Retain
- Do Not Retain
- Retain based on PAR participation

SIGNATURES Evaluator _____ Date _____

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

A SIGNATURE ON THIS EVALUATION DOES NOT NECESSARILY SIGNIFY AGREEMENT WITH THE EVALUATION.

Teacher _____ Date _____

Standard 1: Utilizing family-centered practices to support families in promoting their child's development

- Uses family/child assets and interests to engage families as active participants in service
- Provides families with supports and resources that meet their family's and child's needs to achieve outcomes
- Interacts with the parent and child as a dyad rather than individuals
- Demonstrates knowledge of family systems as it relates to family functions, routines and cultures
- Demonstrates knowledge of child development and how to promote parent competence and confidence to facilitate their child's development
- Understands the parallel process and how coaching as an intervention strategy promotes parent confidence and competence in assisting parents to meet the child's developmental needs

Observable Activities:

1. Assists families to identify and successfully use their abilities and capabilities
2. Inquires/comments on specific family strategies that are working well
3. Builds on family identified strengths, skills and interests to address their family needs
4. Incorporates family strengths into strategies and activities that the family has chosen to implement
5. Identifies and builds upon the skills and knowledge of individual family members, extended family members and significant others
6. Supports and assists families in articulating and pursuing their own goals
7. Provides relevant information and resources to support parents in making informed choices and decisions
8. Encourages and assists the family to make decisions and evaluate resources best suited for achieving desired outcomes
9. Together with the family, plans next steps to build on child/family interest, enjoyment, culture and strengths
10. With parent, identifies objects, people, activities and actions that engage the child
11. Uses appropriate family interviewing techniques to learn about family priorities
12. Involves families in discussions about what they enjoy doing with their child
13. Asks engaging questions that invite families to share information about their child's development

14. With the family, builds an understanding of the child's interests, temperament and learning style
15. Offers observations of parent/child interactions that naturally support development
16. Encourages the family to describe the child's engagement and participation in activities/routines
17. Demonstrates knowledge of child development and learning processes
18. Demonstrates knowledge of the role that relationships play in development
19. Demonstrates knowledge of the many influences on development and learning
20. Demonstrates understanding of the individual impact of the grief process as a positive and necessary process for families
21. Describes the sequence of development in various domains and identifies developmental milestones
22. Describes principles of growth and development and the interdependence of various developmental domains
23. Recognizes risk factors in parents/caregivers that may adversely affect the child's development
24. Acknowledges the competence of the family and the many things they do to support their child
25. Makes the family's agenda a priority and allows the family to determine success
26. Checks in with family by asking open-ended questions to identify significant family events/activities and how planned routines/activities have been going
27. Reflects with family on what went well and what they want to continue doing
28. Supports families to make their own referrals and requests for service

Standard 2: Identifying and maintaining effective environments that optimize a child's learning

- Embeds intervention strategies in the child's everyday natural routines, relationships, activities and places
- Demonstrates developmentally appropriate strategies that support parents in adapting the natural environment to meet infant/toddler developmental needs
- Support and facilitate family/caregivers to respond to child's cues and preferences and enhance child's participation and communicative interactions
- Provides intervention within settings and activities that families identify as learning opportunities
- Demonstrates competence in using play as a foundation for learning
- Demonstrates knowledge of community resources and supports families in accessing them as desired

- Demonstrates models and approaches to home visiting and in-home interaction strategies

Observable Activities:

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

20. Demonstrates knowledge of a variety of delivery settings and supports, including educational and community programs and agencies
21. Helps families identify and use community resources and other natural supports for their child's learning play and physical activities
22. Shares information about community services and the resources they provide, based upon family interest/inquiry
23. Supports children in inclusive community settings identified by the family

Standard 3: Designing and implementing appropriate instructional strategies

- Develops learning strategies that address a child's individual needs through social interactions and relationships
- Incorporates family's learning style, priorities, and cultural beliefs as they relate to instruction
- Demonstrates knowledge of typical and atypical development
- Focuses the parents' attention on the child's behavior and shares information about child development
- Demonstrates knowledge and ability in adapting toys, equipment and materials
- Demonstrates knowledge of and implements evidenced-based practices in Early Intervention

Observable Activities:

1. Demonstrates comprehensive knowledge of atypical development associated with various disabilities and risk factors, resilience and protective factors and their implication for learning
2. Demonstrates knowledge of the impact of specific low-incidence disabilities on learning
3. With the family, designs and implements intervention and instructional strategies that reflect the family's concerns and priorities
4. With the family, designs and implements intervention and instructional strategies that address specific learning needs that are developmentally, culturally, and individually appropriate
5. Supports families in utilizing strategies that enhance development in all skill areas
6. Assists families in identifying or designing appropriate learning opportunities in the home
7. Demonstrates an understanding of strategies for addressing challenging behaviors identified by the family

8. Utilizes intervention practices that are supported by research and evidenced-based practices
9. Demonstrates the understanding of the importance of early language and literacy as a basis for later learning and shares this knowledge with families
10. Demonstrates knowledge of cognitive, physical, social, emotional, communication, adaptive, vision, and hearing development in intervention planning and how these areas interrelate
11. Understands the importance of self-regulation, engagement, and two-way communication and offers families strategies to support their child
12. Understands and uses an array of effective approaches, strategies, and tools to support child/family successes
13. Understands incidental teaching and, with the family, identifies informal opportunities to build child's language concepts, development, and skills
14. Explores with the family, openly and non-judgmentally, cultural standards, observances, and expectations that influence beliefs and childrearing practices
15. Demonstrates ability to have conversations with families regarding their child's development
16. Demonstrates ability to ask parents questions about what is working, what would they like the focus of intervention for the home visit to be, and what they think their child's communication or behavior meant
17. Demonstrates the ability to provide modifications/adaptations in response to family's concerns
18. Communicates respect by listening and problem solving with families rather than telling them what to do or doing it for them
19. Demonstrates knowledge of second language acquisition and bilingualism

Standard 4: Creating and maintaining effective teaming skills with families and staff

- Utilizes effective communication skills that incorporate knowledge of adult learning styles
- Utilizes and demonstrates the principles of teamwork and collaboration
- Demonstrates respect for family values and culture
- Demonstrates understanding of roles and responsibilities for team members from referral through transition
- Provides timely and accurate information to families, other IFSP team members, and service providers

Observable Activities:

1. Assists parents to support the child's participation and development in ordinary family and community life
2. Interacts with parents to build competence and confidence in the parent to promote child participation in everyday activities
3. Uses inquiry with families and asks open-ended questions
4. Acknowledges personal and professional boundaries with families
5. Listens to and demonstrates valuing of family stories
6. Treats each family member as a unique adult learner with valuable insights, interests and skills
7. Demonstrates active listening skills and balances time listening to family and sharing information
8. Seeks to understand, rather than judge, families with differing values and practices
9. Demonstrates a reflective approach to one's work by analyzing own practices and using reflection to modify and improve work with children and families
10. Examines own values, biases, strengths, feelings, and thoughts in working with children and families
11. Uses communication styles and social behaviors that are warm, welcoming, and respectful of family culture and circumstances
12. Examines own practice as it relates to information about best practices and culturally sensitive practices
13. Demonstrates cultural competence in communication and establishes effective professional relationships with families from different cultures
14. Understands roles of various disciplines and models of teamwork and collaboration that integrate strategies from multiple disciplines
15. Develops a shared view of the child and family with other team members
16. Works as a team member to develop and review the IFSP in accordance with current federal and state laws and regulations
17. Addresses conflicts and disagreements directly and effectively in order to identify agreements that optimize services to children and families

Standard 5: Assessing the child and developing intervention plans with the family

- Assesses child's cognitive, social-emotional, communication, motor, adaptive, vision, and hearing development
- Engages families as active participants in the assessment process

- Writes IFSP functional outcomes based on family concerns, priorities, resources, and developmental assessment
- Understands the connection between assessment information and the development of appropriate interventions
- Collaborates with family and other team members to link ongoing assessment with intervention planning utilizing the child and family's everyday routines, relationships, places and partnerships

Observable Activities:

1. Demonstrates the understanding of the value of conducting initial and ongoing assessments in the context of the child's natural environment and within the child's daily routines
2. Demonstrates the understanding that assessment for early childhood focuses on the child in relationship to others
3. Recognizes that development takes place in the context of relationships
4. Recognizes family values and cultural diversity and how this may affect the assessment process
5. Recognizes the bias inherent in, and the impact of, one's own role on the assessment process
6. Demonstrates basic knowledge of ethical guidelines and legal requirements related to the assessment process
7. Utilizes materials and procedures that accommodate the child's sensory, physical, responsive, and temperamental difference
8. Uses assistive technology as a resource during the assessment process
9. Plans with family how to address relevant individual, cultural, and linguistic characteristics that may influence assessment
10. Explores and identifies the roles that the family may want to play in the evaluation/assessment process
11. Gives equal weight to the family's observations and reports about their child's behaviors, learning, and development
12. Integrates information from the family and other professionals into the assessment process
13. Reports assessment results utilizing appropriate report template and format
14. Scores and interprets assessment results accurately
15. Describes the IFSP process as a dynamic plan that guides the provision of family-centered services based upon the changing needs of the child and family

16. Writes functional IFSP outcomes based on the family's concern, priorities, and resources within the family's routines
17. With families, conducts ongoing review of child's progress to modify outcomes/strategies as needed
18. Demonstrates knowledge and utilization of the "Infant/Toddler Learning and Developmental Foundations"

Standard 6: Developing as a Professional Educator and fulfilling professional responsibilities

- Reflects on teaching practice and planning professional development
- Establishes professional goals and pursues opportunities to grow professionally
- Works with communities to improve professional practice
- Works with families to improve professional practice
- Works with colleagues and administrators to improve professional practice
- Establishes and maintains effective relationships with those contacted in the course of work
- Complies with established rules, policies, procedures, statutes, and regulations from referral through transition
- Demonstrates understanding of Part C to Part B regulations and teamwork in development of an IEP

Observable Activities:

1. Learns about intervention while interacting with children/families
2. Expands on current knowledge of early intervention strategies and technology
3. Invites families to provide reflective feedback on professional practice
4. Reflects on instructional successes and challenges to move practice forward
5. Examines and understands the procedural complexities/differences for different families and aspects of service
6. Promotes collaboration between families and community services
7. Actively participates in program-related trainings
8. Complies with established rules, policies, procedures, statutes, and regulations
9. Establishes and maintains effective relationships with those contacted in the course of work
10. Communicates with children, families, staff and other personnel in a professional and effective manner
11. Maintains professional boundaries and professional relationships
12. Uses observation of colleagues to expand intervention practices