

Santa Clara County  Office of Education

AGREEMENT

Between the

**OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS**

and the

**PSYCHOLOGISTS AND
SOCIAL WORKERS ASSOCIATION**

July 1, 2008 – June 30, 2011

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ARTICLE 1: RECOGNITION

The Santa Clara County Office of Education, herein referred to as the Office, confirms its recognition of the Psychologists and Social Workers Association of the Santa Clara County Office of Education, hereinafter referred to as Unit, as exclusive representative for that Unit of employees recognized by the Public Employment Relations Board on July 14, 1979, and the Santa Clara County Board of Education on August 1, 1979. Effective July 1, 2002, School Therapists will be added to the Unit.

ARTICLE 2: WORKING YEAR

A. Full Time

Members of this Unit will be hired for a set work year. The base work year will be 190 days or 205 days if approved by the Program Director. A Unit member who wishes to work a base contract of 205 days must obtain approval of the Program Director before July 1. Approval or disapproval of this request will be based on program needs. The base contract year cannot be changed after July 1. For new hires who begin work after July 1, the work year will be 190 days prorated according to the date of hire for the first school year.

B. Non-Contract Days for 205-Day Work Year

The Unit member on a 205-day work year calendar shall submit to the Program Director in writing his or her request for non-contract days by June 1 for the period between July 1 and December 31 and by November 15 for the period from January 1 through June 30. The Program Director shall notify the Unit member by June 15 and December 5 whether the non-contract days requested have been approved. If they are not approved, the Program Director shall state the reasons in writing.

1. Days Not To Be Taken

The following days may not be taken as non-contract days: the first two (2) weeks of student contact days or the last two (2) weeks of student contact days of the traditional school year, on staff development days or the all staff in-service day.

2. Five (5) Day Increments

The Unit member may request non-contract days in five (5) day increments (e.g., Mon-Fri or Wed-Tues). The Unit member may request all ten (10) days consecutively during the six (6) week block in the summer or at other times provided that the ten (10) days are not adjacent to a major recess period (winter or spring recess). The Unit member may take five (5) non-contract days next to a recess period; however, no more than two (2) psychologists may take non-contract days on the same dates adjacent to a recess period.

3. Seniority

First choice of non-contract days among Unit members shall be offered by rotating seniority if there is a conflict. Seniority means Office-wide seniority. If the request for non-contract days cannot be approved as submitted, the Program Director will notify the Unit member of the reasons. Upon request, the Program Director and the Unit member shall meet at a mutually agreeable time to come to agreement on the member's non-contract schedule. If agreement cannot be reached, the Director, Special Education, may determine the schedule for that Unit member.

C. Flexible Work Year

1. Part-Time

One (1) part-time work opportunity of at least 60% will be available to a Unit member each year. The one (1) Unit member in this position shall be entitled to the Employer's contribution toward health benefits as if the Unit member were working full-time. If the incumbent in the one (1) part-time position vacates the position, the position will be made available by hire date seniority. If the Office hires more than one (1) part-time member under Article 2.C.1 (other than the one (1) half-time job opportunity in Article 2.C.2), the Office contribution to the health benefits premiums shall be prorated as follows:

FTE	Percent of Employer's Contribution
1.0 to .76	100%
.75 to .67	90%
.66 to .56	80%
.55 to .50	70%
Less than .50	Not eligible

2. One Half-Time Job Opportunities

Up to two (2) additional part-time opportunities (at least 50%) may be available to qualified Unit members, subject to the approval of the Director of Special Education and the Chief Human Resources Officer, based on the ability to meet program needs. The Office contribution to health benefits premiums will be prorated according to the proportion of a full-time assignment the Unit member works.

3. Eligibility

Unit member(s) must petition in writing to his/her immediate supervisor no later than March 15 of his/her request to work part-time. Unit member(s) will have served the Office for a minimum of three (3) years and be in good standing.

4. Work Year/Salary/Benefits

A Unit member working part-time under at least 60% this flexible work year plan will work a minimum of 95 or 100 days per year. He/she shall be required to attend meetings, conferences and/or school functions. Salary shall be based on the number of days worked times his/her per diem rate. The participant(s) shall receive full benefits.

5. Seniority

If there are more applicants for part-time opportunities than can be accommodated under this section, seniority shall be the determining factor; however, once a Unit member has worked part-time under this flexible work year plan for two (2) years, the opportunity will be offered to the next most senior Unit member(s) who has submitted a request. If no other Unit member is interested, the Unit member who has been working part-time under Section 1 may continue to do so.

ARTICLE 3: PROCESS FOR JOB ASSIGNMENTS FOR SPECIAL SCHOOL PSYCHOLOGISTS

A. Proposed List of Assignments

Unit members will submit to the Director of Special Education or designee, no later than April 30, a list of proposed assignments for Unit members for the coming school year. This list will include all proposed transfers or reassignments of the Unit members.

B. Coordinator's Review of Proposed Assignments

The Director of Special Education or designee will review the list of proposed assignments with the Unit members and suggest any needed changes or alterations.

C. Principal's Review of Proposed Assignments

Upon agreement of the Director of Special Education or designee and the Unit members, the list will be sent to the principals for review.

D. Disagreement Among Principal(s) and Members

If there is disagreement among the principal(s) and the Unit members regarding the proposed assignments:

1. Alternative Suggestions

The principal(s) will make alternative suggestions to the coordinator of psychologists.

2. Proposed Changes

The Director of Special Education or designee will discuss the principal(s) proposed changes with the Unit members.

3. List Sent to Director of Special Education

If the Unit members agree with the alternative suggestions made by the principal(s), the list of proposed assignments will be sent to the Director of Special Education for final approval.

4. Disagreements

If the Unit members disagree with the alternative suggestions of the principal(s), both proposals, i.e., Unit members' and principals' suggestions, will be sent to the Director of Special Education who will make the final decision.

E. Final Decision

A final decision on job assignments is to be made no later than July 31.

F. Additional Changes

The Director of Special Education may, at a later time, make additional changes in job assignments due to the demands of changing conditions, such as changes in enrollment, site closure, attrition or other conditions as described under Article 4, Transfer and Reassignment.

ARTICLE 4: TRANSFER AND REASSIGNMENT

A. **Transfer (defined)**

Transfer is defined as movement of a member's services from one site to another.

B. **Reassignment (defined)**

Reassignment is defined as the addition or deletion of site(s) to the member's current caseload.

C. **Proposed Transfer/Reassignment**

Any proposed transfer or reassignment of a Unit member shall not be made without discussion between the Unit member and his/her immediate supervisor regarding the need for such transfer. Recognized necessities for such transfer include and are limited to the following:

1. **Enrollment Decrease/Increase**

Significant decrease or increase in enrollment or site closure.

2. **Unsatisfactory Work**

A Unit member has received a formal evaluation of weak or unsatisfactory work in a designated program and may be transferred to another site or program in order to provide him/her with a reasonable opportunity for improvement. The possibility of such transfer should be discussed with the employee at the time of the evaluation.

3. **Request for Transfer/Reassignment**

Request for transfer and/or reassignment by a Unit member shall be taken into consideration by his/her immediate supervisor.

D. **Initiated by Administrators**

Transfers or reassignments initiated by the administration shall require involvement of member in discussion with his/her immediate supervisor no later than June 30 of the current year. However, in the event of budgetary constraints and/or decline in enrollment, the June 30 date shall be waived, but

under no circumstance will the Office notify the employee less than ten (10) working days prior to transfer.

E. Initiated by Member

Request for transfers or reassignments initiated by Unit members during the term of this contract must be in writing to the immediate supervisor no later than March 15. A response from the supervisor must be made within ninety (90) days of receipt of the request.

F. Mid-year Transfer/Reassignment

Mid-year transfer or reassignments (January through June) shall require:

1. Discussion with Supervisor

Involvement of member in an individual discussion with his/her immediate supervisor no later than ten (10) working days prior to written notification of such change.

2. Written Notification

Written notification to member no later than ten (10) working days prior to implementation of the transfer or reassignment.

G. Member Transfer/Reassignment

A member may be transferred or reassigned at any time if it does not impose an unreasonable hardship upon the Unit member.

H. Unreasonable Hardship

Any member contending that a particular transfer or reassignment would be an unreasonable hardship shall file a written appeal with the Chief Human Resources Officer. The Chief Human Resources Officer shall arrange a meeting with the member and hear all facts pertaining to alleged hardship. The decision of the Chief Human Resources Officer shall be final, in writing and addressed to the principal party. The transfer shall not take place until the Chief Human Resources Officer has rendered a decision.

I. Transfer/Reassignment Opportunities

Opportunities for transfer or reassignment, which occur during the year, shall be posted and mailed to members prior to public posting. Members wishing to be transferred or reassigned to position(s) have eight (8) days to respond and shall receive an interview.

J. Vacant Position (Head Start/Student Services)

When a position has been vacated by a Unit member in the Head Start/Early Head Start, Alternative Schools, or Special Education departments, current Unit members will be considered for a transfer to that assignment upon request of the Unit member.

ARTICLE 5: GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance**

A “grievance” is any alleged violation of this contract.

2. **Grievant**

A “grievant” is a Unit member(s) making a claim under the definition of a grievance.

3. **Day**

A “day” is any day in which the central administrative office is open for business. Time limits for appeal provided at each level shall begin the day following the receipt of official notice. If notice or reply is not given within the time limits outlined, the party may appeal through the grievance procedure or to the next higher level.

4. **Decision**

A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified at each of the five (5) levels.

B. Process

1. **Informal Level**

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with his/her designated supervisor within thirty (30) calendar days after the alleged violation of the contract.

2. **Formal Level I (Immediate Supervisor)**

If the grievance is not resolved to the satisfaction of the grievant(s) at the informal level, the grievant shall present his/her grievance in writing to his/her immediate supervisor within seven (7) working days of the informal conference. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

The supervisor shall communicate his/her decision to the employee in writing within seven (7) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level. Within the above limits, either party may request a personal conference.

3. Formal Level II (Chief Schools Officer)

In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision within seven (7) working days in writing to his/her Chief Schools Officer.

The statement shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reason for the appeal.

With the consent of the grievant, representative(s) of the grievant's choice may attend and state his/her (their) views in any meeting with his/her Chief Schools Officer or designee and the aggrieved person, relating to the grievance filed.

The Chief Schools Officer or designee shall communicate his/her decisions within ten (10) working days after receiving the appeal. At the request of the grievant or Chief Schools Officer or designee, a personal conference shall take place within the above time limits. If the Chief Schools Officer or designee does not respond within the time limits, the grievant may appeal to the next level.

If agreed upon in writing by both the grievant and the Chief Schools Officer or designee, the time limits may be shortened or extended.

4. Formal Level III (Chief Human Resources Officer)

The grievant may appeal the decision from Level II to the Chief Human Resources Officer, in writing, ten (10) working days after receipt of the decision at Level II.

The statement shall include a copy of the original grievance, all decisions rendered, if any, and a clear, concise statement of the reason(s) for the appeal.

With the consent of the grievant, representative(s) of the grievant's choice may attend to state his/her (their) views in any meeting with the

Chief Human Resources Officer, or designee, and the aggrieved person, relating to the grievance filed.

The Chief Human Resources Officer or designee shall communicate his/her decision within ten (10) working days after receiving the appeal. At the request of the grievant or Chief Human Resources Officer or designee, a personal conference shall take place within the above time limits. If the Chief Human Resources Officer or designee does not respond within the time limits, the grievant may appeal to the next level.

If agreed upon in writing by both the grievant and the Chief Human Resources Officer or designee, the time limits may be shortened or extended.

5. Formal Level IV (Superintendent)

The grievant may appeal the decision from Level III to the Superintendent or designee in writing within ten (10) working days after receipt of the appeal.

Upon receipt of the appeal, the Chief Human Resources Officer shall furnish, within ten (10) working days, a full report to the Superintendent or designee and the grievant. This report shall include the statement of grievance and other pertinent materials.

The grievant and any other party to the grievance may be present at the time the Superintendent or designee considers the appeal and may consider the statements of, and may question the parties to, the grievance.

The decision of the Superintendent or designee shall be communicated in writing to the grievant with copies to the Chief Human Resources Officer and the supervisor of the grievant. The decision of the Superintendent or designee shall be final.

ARTICLE 6: TUITION REIMBURSEMENT

A. Tuition Reimbursement Program

Permanent Unit members shall be eligible to apply for tuition reimbursement. Eligible workers are entitled to participate in the program provided:

1. The Unit member is not receiving reimbursement from any other government agency or private source (this applies to reimbursement only).
2. The training undertaken is directly related to the Unit member's job duties or occupational area.
3. The application was filed with the Office and approved prior to the commencement of the course. Substitute courses may be approved when approved courses are found to be unavailable.
4. There are sufficient funds available in the program and Unit member's allocation.

B. Reimbursement

Total reimbursement for each Unit member participating in the program will not exceed \$750 per fiscal year. The Office will allocate a total of \$3,000 annually for tuition reimbursement programs. Within the above limits, Unit members shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made and upon presentation of proof of prior approval and successful completion of the course(s).

C. Deduction Authorization

The Unit member shall sign a note which states that upon receipt of reimbursement, he/she authorizes deduction of 50% of the amount of reimbursement if he/she leaves employment of the Office within one (1) year after satisfactorily completing the course.

ARTICLE 7: EVALUATION/SUPERVISION

A. Definitions

The term, “supervisor,” when used in this Agreement, is defined as follows:

Student Services Branch

Special Education:	Principal; Director, Special Education
Alternative Schools:	Principal; Director, Alternative Schools
Head Start/Early Head Start:	Coordinator, Instructional Support, Head Start Manager, Program Operations, Head Start Director, Head Start/Early Head Start

B. Member Evaluations

Each member of the Unit shall be supervised and evaluated regarding his/her performance of the duties assigned to the position he/she holds.

C. Process for Evaluation

1. Priority Performance Objectives

Prior to October 31, the Unit member and his/her immediate supervisor shall meet to review priority performance objectives selected by the Unit member. These objectives shall number at least two (2) and shall be mutually agreed upon by both the Unit member and his/her immediate supervisor.

2. Interim Conference

Any interim conference between the Unit member and immediate supervisor shall occur during the month of February.

3. Review of Performance Objectives

After May 15 and prior to July 1, the Unit member and his/her immediate supervisor shall meet and review these performance objectives. Documentation in the form of signatures of the Unit member and his/her immediate supervisor must be registered on the performance objectives form currently being used by the Office.

4. Evaluation Documents

A copy of all evaluative documents shall be given to the Unit member and a copy shall be placed in his/her personnel file by July 31.

D. Disagreement

In case of disagreement between a Unit member and his/her direct supervisor, a meeting shall be held between the member, his/her direct supervisor, and the Chief Schools Officer or designee at either the request of the Unit member or of the direct supervisor. Such a meeting shall be held when any documented evaluation of a member's performance (other than the performance plan) is intended to be placed into the member's personnel file. The decision of the Chief Schools Officer shall be final.

E. Evaluation Instrument

The Psychologist Evaluation Procedures and Guidelines instrument developed in 1990 will be the official psychologist evaluation instrument. It shall be reviewed and updated, as necessary, annually.

ARTICLE 8: STAFF MEETINGS

Unit members shall be allowed one (1) afternoon per month for staff meetings and one (1) afternoon per month for professional meetings.

ARTICLE 9: SALARY

A. Salary Increase

Effective July 1, 2009, a salary increase of two percent (2%) shall be applied to the salary schedule (Appendix A).

B. Initial Placement

Initial placement on the salary schedule shall be based on prior public school experience. The following criterion shall be used to determine the initial placement of all Unit members:

1. Prior Experience

Effective December 1, 2000, prior public school experience as a psychologist shall be granted year for year. The parties agree that the Office may place a new hire on the salary schedule based on previous years of experience in public education or other experience in a private school, institution or private practice that is deemed relevant by the Chief Human Resources Officer. Documentation of prior experience must be made by the end of a ninety (90) day period. If documentation is impossible within that time, through no fault of the Unit member, a written request for an extension may be filed with the Chief Human Resources Officer.

C. Longevity

1. For Unit members hired or rehired on or after September 1, 2002, years of service for purposes of longevity stipends means service with the Santa Clara County Office of Education and shall be as follows:

- \$900 per year beginning with the sixteenth (16th) year of service.
- \$1,400 per year beginning with the twentieth (20th) year of service.
- \$2,400 per year beginning with the twenty-fourth (24th) year of service.

2. For Unit members hired before September 1, 2002, credit for purposes of longevity stipends shall be based on all years of service in and out of the Santa Clara County Office of Education. If there is a break in service after September 1, 2002, Section 1 above applies, and only service with the Santa Clara County Office of Education will count. Longevity stipends shall be as follows:
 - \$900 per year beginning with the sixteenth (16th) year of service.
 - \$1,400 per year beginning with the twentieth (20th) year of service.
 - \$2,400 per year beginning with the twenty-fourth (24th) year of service.

D. Lead Psychologist Stipend

The Lead Psychologist stipend is \$3,000. The increments are not cumulative.

E. Advanced Degrees/National Certification

1. National Certification

Unit members hired on or before June 30, 1994, shall receive \$1,000 per year for National Association of School Psychologists (NASP) certification. This stipend shall not be available for Unit members hired on or after July 1, 1994; however, hiring preference will be given to candidates who possess NASP certification.

2. Doctorate Degree

Unit members shall receive \$1,500 per year for a Doctorate degree related to their assignments. Unit members with national certification and a Doctorate will receive the maximum stipend of \$1,500.

The Unit member shall submit verification of national certification and/or Doctorate degree to the Chief Human Resources Officer, to request the stipend. If verification is received within ninety (90) calendar days of the date of the award of the degree/certification, the stipend will be calculated retroactively from the first month following the month in which the degree/certification was awarded. If verification is received after ninety (90) days, the stipend will be calculated from the first of the month following the date of submission of the verification. Payment for stipend will be issued with a regular check. Amount will be determined by dividing the Unit member's salary by the number of months worked.

ARTICLE 10: MILEAGE/TRAVEL

Unit members who are required to drive their own vehicles in the performance of their duties and/or Office-related business shall be reimbursed for all such travel. Specific mileage allowances for the use of motorized transportation for a calendar-month period shall be reimbursed in accordance with Board Policy for such expenses.

ARTICLE 11: FRINGE BENEFITS

A. Health and Welfare Benefits

The Office will continue health and welfare benefits as follows:

B. Medical Insurance

1. Medical insurance for Unit members and dependents or registered domestic partners
2. Dental insurance
3. Vision care for Unit member and dependents or registered domestic partners
4. Group life insurance for the Unit member
5. Income Protection insurance for the Unit member

C. Health Care Cost Containment Committee

Participation by the Association on a Health Care Cost Containment Committee with the Office and other bargaining units for the purpose of studying and implementing cost containment measures that meet the varying needs of employees. The Office proposes that the Association appoint two representatives to this committee.

D. Health and Welfare Benefits

Effective November 1, 2008, the Office contribution toward health insurance premiums shall not exceed \$11,602 per year (\$966.83 per month). The Office will provide three (3) health plan options—one (1) PPO and two (2) HMO's. The Office will give the Health Care Cost Containment Committee (HCCCC) as much advance notice as possible prior to any rate increase. This notice will allow the Committee to review alternative options if the monthly premium exceeds the above amount.

E. Hold Harmless

The Office will cover Psychologists and Social Workers under its Errors and Omissions coverage through the Santa Clara County School Insurance Group Joint Powers Agreement.

F. Retiree Benefits Program

Unit members who intend to retire prior to the beginning of the next school year are encouraged to notify the Office of their intent to retire, in writing, no later than February 1. Any bargaining Unit member who makes such a written declaration is ensured that the Office will continue its contribution to medical, dental and vision coverage for the member and his/her spouse/registered domestic partner/dependents (Based on who is currently insured according to Office records) for the months of July and August. Upon processing retirement documents for these declared retirees, the Office agrees to pay each \$1,000 as a retirement stipend no later than thirty (30) days following the effective date of retirement.

At or after age 55, a Unit member with ten (10) years of service with the Office will be eligible for 50% full medical coverage. After fifteen (15) years of service with the Office, the Unit member will be eligible for 75% full medical coverage. After twenty (20) years of service with the Office, the member will be eligible for 100% full medical coverage. This coverage will continue until the retiree reaches age 65.

A Unit member with less than ten (10) years of service with the Office shall, upon retirement, be eligible to pay all costs of medical insurance for dependents and self. Premiums shall be at the same rates charged to the Office, with such premiums remitted with the Office's regular payment to the medical insurance carrier. This section will be effective as long as these incorporation rights are allowed by the insurance carriers with no increase in rates because of this incorporation.

G. Unit Members' Personal Property

The Office shall reimburse Unit members a maximum of \$150 for damage to personal property which is required in the course of employment.

With prior written authorization from the principal or designee, reimbursement in the case of theft or damage to equipment (for example, tape player, radio, calculator, phonograph, books, etc.), required for education purposes shall be a maximum of \$250 with a \$10 deductible from the current replacement costs at the time of loss. A police report for any theft must be made to entitle the Unit member to reimbursement. For thefts occurring at Juvenile Hall or the Alternative Schools' Ranches, an incident report signed by a peace officer may be substituted for a police report.

ARTICLE 12: LEAVES

A. Paid Leaves of Absence

1. Sick Leave

- a. Full-time members shall be entitled to one (1) day leave per school month worked with full pay each school year for reasons of personal illness or injury. Unit members may also use up to six (6) days of sick leave per year for the purpose of caring for an ill child, spouse, registered domestic partner or parent.

Unit members working a 190-day contract shall be entitled to ten (10) days leave with full pay each school year. Unit members working a 200-day contract shall be entitled to eleven (11) days leave with full pay each school year.

Unit members who work less than full-time shall be entitled to that portion of leave as the number of days per week of scheduled duty relates to the number of days for a full-time employee in a comparable position.

- b. If a Unit member does not utilize his/her days of sick leave as authorized in the paragraph above in any school year, the amount not utilized shall be accumulated from year to year.
- c. Upon request of the supervisor, a Unit member shall be required to present a medical doctor's certificate verifying personal illness or injury or a medical authorization to return to work after three (3) consecutive days.
- d. A Unit member shall contact his/her immediate supervisor or his/her designee as soon as the need to be absent is known.

2. Bereavement Leave

- a. In the event of the death of a member of the immediate family, a Unit member may use up to three (3) workdays for bereavement leave at full pay, or five (5) days if out-of-state or more than 400 miles of travel is required. The Unit member may use up to five (5) workdays for bereavement leave at full pay in the event of the death of the Unit member's spouse, child, or parent.
- b. "Immediate family" for the purpose of bereavement leave, shall be defined as mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse or registered domestic partner of the employee or the spouse, registered domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, step-parent or step-child of the employee, or any relative living in the immediate household of the employee.

3. Judicial Leave

Unit members shall be provided leave of absence for regularly called jury duty and to appear as a subpoenaed witness provided that the subpoenaed witness turns over any fee to the Office.

Requests for leave of absence to serve as a witness shall be made by presenting a copy of the official court summons to his/her immediate supervisor.

4. Medical and Dental Appointments

- a. Unit members shall be entitled to take two (2) hours per month of time off from work for medical, dental or health appointments without loss of pay.
- b. If a series of appointments is required, the arrangements for absence shall be made in advance with the program manager and may be deducted from accumulated sick leave on an accumulated hourly basis.

5. Leave for Pregnancy Disability

- a. Unit members are entitled to use sick leave as set forth in A.1 of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery therefrom. Such leave shall not be used for child care, child rearing or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the Unit member and the Unit member's physician; however, the Office management may require a verification of the extent of disability through consultation with the Unit member's physician or through a physical examination of the Unit member by a physician appointed by the Office.
- b. The date on which the Unit member shall resume duties shall be determined by the Unit member on leave and the Unit member's physician; however, the Office management may require a verification of the extent of disability through consultation with the Unit member's physician or through a physical examination of the Unit member by a physician appointed by the Office. The Unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

6. Personal Necessity Leave

- a. Any days of leave of absence for illness or injury allowed pursuant to Education Code § 44978 may be used by the Unit member in cases of personal necessity.
- b. The Unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
 - Death or serious illness of a member of his/her immediate family.
 - Accident involving his/her person or property or the person or property of a member of his/her immediate family.

- c. Leave for any other reason must be requested in writing and approved in advance by the department head/designee.
- d. Days used as personal necessity will be charged against accumulated sick leave. No earned leave in excess of seven (7) days may be used in any fiscal year.

B. Unpaid Leaves of Absence

1. Leaves Without Pay for Childbearing Preparation and Child Rearing

- a. Leaves without pay or other benefits may be granted to a Unit member for preparation for childbearing and for child rearing.
- b. The Unit member shall request such leave as soon as practical, but under no circumstances less than thirty (30) workdays prior to the date on which the leave is to begin. Such request shall be in writing and shall include a statement as to the dates the Unit member wishes to begin and end the leave without pay.
- c. The determination as to the date on which the leave shall begin and the duration of such leave shall be made at the discretion of the Superintendent when considering the scheduling and replacement problems of the Office.
- d. The duration of such leave shall consist of no more than twelve (12) consecutive months. An extension of leave may be granted for an additional twelve (12) months. However, the extension must be requested ninety (90) days before the expiration of the first leave.
- e. The unit member is not entitled to the use of any accrued sick leave or other paid leave while such Unit member is on child bearing preparation or leave for child rearing, whether or not the illness or disability is related to a pregnancy, miscarriage, childbirth or recovery therefrom.
- f. There shall not be a diminution of employment status for child bearing or child rearing, except that time spent on leave shall not be credited toward movement on the salary schedule.

- g. If the Unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the Unit member may request an immediate assignment to a Unit position. If there is a vacancy for which the Unit member is qualified, the Office will assign the Unit member to a position as soon as practicable.

2. Paternity Leave

A leave without pay for benefits of up to twelve (12) months may be granted to a natural or adoptive father.

3. Health Leave

- a. Upon mutual agreement, the employer may grant a Unit member, upon request, an unpaid leave for health (illness, accident, or quarantine) reasons when the Unit member is unable to perform duties. Such leave shall be for the duration of the school year. Such leave may be extended upon mutual agreement.
- b. A statement by the Unit member's physician to the effect that the Unit member is physically able to return shall be furnished. The Unit member shall notify the employer of his/her intended return date not less than two (2) weeks in advance.
- c. Upon return from such leave, the Unit member shall be entitled to return to the same classification occupied when leave was taken.
- d. The time during which the leave of absence is taken shall only be considered as employment as is necessary to comply with Education Code § 44908 and § 44909.
- e. The Unit member shall be entitled to return to the same classification occupied when the leave was taken.

4. Study Leave

- a. A Unit member of the Office may be granted a leave of absence without pay for educational improvement, provided he/she has served on the staff for at least three (3) years.
- b. Such leave shall be approved for a period of not more than one (1) academic year.
- c. The Unit member shall submit an application for such leave in writing, outlining the details of a plan for utilizing the time on leave and indicating how this would benefit the Office and the employee if the petition for leave were granted.
- d. The Unit member shall be entitled to return to the same classification occupied when the leave was taken.

5. Sabbatical Leave

- a. The Office may grant a sabbatical leave to a permanent Unit member who has rendered at least seven (7) full-time, consecutive years of satisfactory service immediately preceding the sabbatical leave.
- b. The grant shall be on the condition that the psychologist agrees in writing to render a period of service to the County Office of Education following return from the leave that equals twice the period of the leave.
- c. The leave of absence may be taken as a continuous leave, not to exceed one (1) year, or it may be one, six-month period.
- d. A permanent employee may be granted one (1) sabbatical leave in each seven (7) year period.
- e. Compensation shall be paid the employee while on leave in the same manner as if the employee were teaching in the County Office of Education at half pay, provided the employee furnishes a suitable bond indemnifying the governing board of

the County Office of Education against loss in the event employee fails to render the agreed-upon period of service in the employ of the County Office of Education following the return of the employee from the leave.

- f. Should the employee not serve for the entire period of service agreed upon, compensation paid for the leave shall be reduced by an amount which bears the same proportion to the total compensation as the amount of time not served bears to the total amount of time upon which agreement was reached.
- g. Sabbatical leaves may be granted to one (1) psychologist each year, and the employee will be compensated at one-half of his/her annual salary. All fringe benefits will remain in full force and effect.
- h. The leave proposal must be submitted to the Human Resources by June 1 for the fall semester and by November 1 for the spring semester. Human Resources will forward the proposal after qualifying the employees to Student Services, which will approve or disapprove the proposal based on whether the proposal meets program needs.
- i. Upon return from sabbatical leave, the Unit member must file a report with Student Services within sixty (60) days of return to duty.
- j. Sabbatical leaves shall not be granted within the last four (4) years prior to retirement.

6. Family Care Leave

- a. Unit members who have completed one (1) year of full-time service during the previous school year shall be granted, upon request, unpaid leave of absence for up to twelve (12) workweeks within a rolling twelve (12) month period for the purpose of caring for a new baby or a newly adopted baby or for a child, spouse, registered domestic partner, or parent with a serious health condition.

This twelve (12) workweek period shall run concurrently with other leaves, paid or unpaid, taken for the same purposes, including personal necessity leave taken for these purposes, child-bearing preparation, and child rearing leave or unpaid health leave. Pregnancy disability leave is a separate entitlement which does not run concurrently.

- b. The Unit member shall provide reasonable advance notice to the Office of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave is known more than thirty (30) days prior to the date a leave is to begin, the Unit member must provide at least thirty (30) days written advance notice. If the Unit member does not have thirty (30) days advance notice, the Unit member shall provide a reasonable notice.
- c. Verification by a physician may be required by the Office to validate the serious health condition of a child, spouse, registered domestic partner, or parent.
- d. Family care leave is an unpaid leave of absence. Health insurance coverage shall be maintained and paid for by the Office at its normal contribution level for the duration of the leave, not to exceed twelve (12) workweeks in a twelve (12) month fiscal year. The Office may recover the premium pay for the Unit member during the leave if the Unit member fails to return from leave after the leave of absence has expired for a reason other than the continuation, return, or onset of a serious health condition that entitles the Unit member to leave, or other circumstances beyond the control of the Unit member.

7. General Leave

When no other leave is available, a leave of absence may be granted to a Unit employee on a paid or unpaid basis at any time, upon any terms acceptable to the Office and the Unit employee.

ARTICLE 13: LAYOFF PROCEDURES

If the Office determines that it is necessary to reduce or eliminate psychologists' positions in a reduction in force, the Office agrees that the layoff shall be implemented in reverse order of seniority as a psychologist, with the least senior employee in the position of psychologist being laid off first, unless there are specific license requirements which no Unit member with greater seniority can meet. If two (2) or more psychologists have equal seniority as a psychologist, the Office will use seniority as a certificated employee with the County Office as a tiebreaker. If the tie cannot be broken by County Office seniority, the matter will be determined by program needs of the Office. The Association understands that psychologists serve pursuant to contract with the County Superintendent of Schools (Education Code § 1293) and that tenure rights accorded to "classroom teachers" under Education Code § 1296 are not applicable. A "contract employee" is a certificated employee of the County Superintendent of Schools who has not been designated as a "classroom teacher."

ARTICLE 14: NEGOTIATIONS

A. **Negotiation Meetings**

Before the end of the calendar year in which this Agreement expires, the Office and the Association shall provide initial proposals for a new contract. Upon mutual agreement, this date may be delayed, as necessary. The current contract shall remain in force until such time as negotiations for the new contract are concluded.

B. **Utilization of Outside Resource People**

Either party may utilize the services of outside resource people to deliver input to negotiators.

C. **Mutually Agreeable Times and Places**

Negotiations shall take place at mutually agreeable times and places.

D. **Representative Selection**

The Association shall designate no more than three (3) representatives for purposes of meeting and negotiating. Unit members who are selected as negotiators for the Unit shall be granted release time to perform negotiations duties.

E. **Representative Responsibility**

The representatives shall have conferred upon them the necessary power and authority to make proposals and counterproposals during the negotiations process and to reach agreement, subject to ratification by the Unit as a whole.

F. **Revision of Contract**

If conditions arise which make a portion(s) of the contract impossible to enforce, such as administrative reorganization deleting the position designated as direct supervisor of Unit members, the Office and negotiators shall meet to revise the contract.

G. Appointment of Chief Spokesperson

A Chief Spokesperson shall be appointed by each party. He/she will be the principal spokesperson for their respective teams both in and out of formal negotiations sessions.

H. Caucus

The Chief Spokesperson of either party may call a caucus at any time. Some indication of time needed should be given, if known.

I. Tentative Agreements

All tentative agreements reached between the parties during the course of negotiations shall be signed by the Chief Spokesperson and are subject to and not final until ratified by the Psychologists and Social Workers Association and the Superintendent of the Santa Clara County Office of Education.

ARTICLE 15: CONCLUSIVENESS OF AGREEMENT

Once the Agreement is signed and ratified by both parties, the Office and the Psychologists and Social Workers Association expressly waive and relinquish the right to meet and negotiate until negotiations reconvene no later than April 1 of the calendar year in which this agreement expires. The only exception to this shall be those conditions stipulated in Article 14, Section F, of the contract.

ARTICLE 16: SAVINGS

If any provision of this Agreement or any application thereof is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application shall be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17: LENGTH OF CONTRACT

This contract shall become effective on July 1, 2008, and shall continue in effect to and including June 30, 2011. The parties agree to reopen total compensation (salary and health benefits) and one (1) other item of either party's choice for 2009-2010 and 2010-2011 school years.

Appendix A

**Santa Clara County Office of Education
 PSYCHOLOGIST SALARY SCHEDULE
 Effective July 1, 2009**

Step	A 190 Days	B 200 Days	C 205 Days	Per Diem
1	63,986.30	67,354.00	69,037.85	336.77
2	67,537.40	71,092.00	72,869.30	355.46
3	71,090.40	74,832.00	76,702.80	374.16
4	71,799.10	75,578.00	77,467.45	377.89
5	72,519.20	76,336.00	78,244.40	381.68
6	73,227.90	77,082.00	79,009.05	385.41
7	74,324.20	78,236.00	80,191.90	391.18
8	75,418.60	79,388.00	81,372.70	396.94
9	76,549.10	80,578.00	82,592.45	402.89
10	77,687.20	81,776.00	83,820.40	408.88
11	78,851.90	83,002.00	85,077.05	415.01
12	80,014.70	84,226.00	86,331.65	421.13
13	81,217.40	85,492.00	87,629.30	427.46
14	82,418.20	86,756.00	88,924.90	433.78
15	83,651.30	88,054.00	90,255.35	440.27
16	84,890.10	89,358.00	91,591.95	446.79
17	87,434.20	92,036.00	94,336.90	460.18
18	90,058.10	94,798.00	97,167.95	473.99
19	92,758.00	97,640.00	100,081.00	488.20
20	95,541.50	100,570.00	103,084.25	502.85

LONGEVITY: \$ 900 beginning with 16th year of service
 \$1,400 beginning with 20th year of service
 \$2,400 beginning with 24th year of service

SIGNATURE PAGE

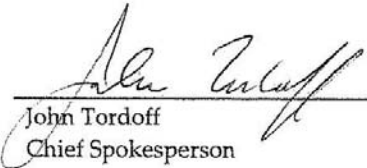
OFFICE OF THE
SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS

and the


PSYCHOLOGISTS AND SOCIAL WORKERS ASSOCIATION

For the

Psychologists and Social Workers
Association




John Tordoff
Chief Spokesperson



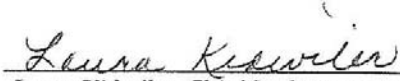
David R. Driesbach
Team Member

For the

Office of the Santa Clara County
Superintendent of Schools



Charles Weis, Ph.D.
County Superintendent of Schools



Laura Kidwiler, Chief Spokesperson
Chief Human Resources Officer

RATIFIED BY THE ASSOCIATION:

Agreement Ratified:
March 10, 2009

2009-2010 Reopener Ratified:
January 28, 2010

PUBLIC DISCLOSURE:

Agreement Disclosure:
March 18, 2009

2009-2010 Reopener Disclosure:
February 17, 2010