AGREEMENT

Between the

OFFICE OF THE
SANTA CLARA COUNTY
SUPERINTENDENT OF SCHOOLS

and the

PSYCHOLOGISTS AND
SOCIAL WORKERS ASSOCIATION

July 1, 2019 – June 30, 2022
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ARTICLE 1: RECOGNITION

The Santa Clara County Office of Education, herein referred to as the SCCOE, 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 or Designee. A Unit member who wishes to work a base contract of 205 days must obtain approval of the Program Director or Designee 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 or Designee in writing his/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 or Designee 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 or Designee 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 extended school year 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 SCCOE-wide seniority. If the request for non-contract days cannot be approved as submitted, the Program Director or Designee will notify the Unit member of the reasons. Upon request, the Program Director or Designee 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 Assistant Superintendent-Personnel Services 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 SCCOE’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 SCCOE 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 SCCOE contribution to the health benefits premiums shall be prorated as follows:

<table>
<thead>
<tr>
<th>FTE</th>
<th>Percent of Employer's Contribution</th>
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<tbody>
<tr>
<td>1.0 to .76</td>
<td>100%</td>
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<tr>
<td>.75 to .67</td>
<td>90%</td>
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<tr>
<td>.66 to .56</td>
<td>80%</td>
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<tr>
<td>.55 to .50</td>
<td>70%</td>
</tr>
<tr>
<td>Less than .50</td>
<td>Not eligible</td>
</tr>
</tbody>
</table>

D. One Half-Time Job Opportunities
Additional part-time opportunities (at least 50%) may be available to qualified Unit members, subject to the approval of the Director-Special Education and the Assistant Superintendent-Personnel Services, based on the ability to meet program needs. The SCCOE contribution to health benefits premiums will be prorated according to the proportion of a full-time assignment the Unit member works.

1. 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 SCCOE for a minimum of three (3) years and be in good standing.

2. Work Year/Salary/Benefits
A Unit member working part-time for at least 60% under 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.

3. 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 SCHOOL PSYCHOLOGISTS

A. Proposed List of Assignments
Unit members will submit to the Director-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. Director-Special Education’s Review of Proposed Assignments
The Director-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-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 Director-Special Education.

2. Proposed Changes
   The Director-Special Education or designee will discuss the principal(s) proposed changes with the Unit members.

3. List Sent to Director-Special Education
   If the Unit members agree with the alternative suggestions made by the principal(s), the Director-Special Education may approve the assignments.

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-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-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 Unit 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 SCCOE notify the Unit member less than ten (10) working days prior to transfer.

E. Initiated by Unit 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 Unit 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 Unit member no later than ten (10) working days prior to implementation of the transfer or reassignment.

G. Unit 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 Unit member contending that a particular transfer or reassignment would be an unreasonable hardship shall file a written appeal with the Assistant Superintendent-Personnel Services. The Assistant Superintendent-Personnel Services shall arrange a meeting with the Unit member and hear all facts pertaining to alleged hardship. The decision of the Assistant Superintendent-Personnel Services shall be final, in writing and addressed to the principal party. The transfer shall not take place until the Assistant Superintendent-Personnel Services has rendered a decision.

I. Transfer/Reassignment Opportunities

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

J. Vacant Position (Student Services)

When a position has been vacated by a Unit member, current Unit members will be considered for a transfer to that assignment upon request of the Unit member.

K. Reasonable Office Accommodations

Every reasonable effort shall be made to provide Unit members with appropriate office space.
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 (Assistant Superintendent-Personnel Services)

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 the Assistant Superintendent-Student Services and Support.

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 Assistant Superintendent-Student Services and Support or designee and the aggrieved person, relating to the grievance filed.

The Assistant Superintendent-Student Services and Support or designee shall communicate his/her decisions within ten (10) working days after receiving the appeal. At the request of the grievant or Assistant Superintendent-Student Services and Support or designee, a personal conference shall take place with the above time limits. If the Assistant Superintendent-Student Services and Support 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 Assistant Superintendent-Student Services and Support or designee, the time limits may be shortened or extended.

4. Formal Level III (Assistant Superintendent-Personnel Services)

The grievant may appeal the decision from Level II to the Assistant Superintendent-Personnel Services, 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 Assistant Superintendent-Personnel Services or designee, and the aggrieved person, relating to the grievance filed.

The Assistant Superintendent-Personnel Services or designee shall communicate his/her decision within ten (10) working days after receiving the appeal. At the request of the grievant or Assistant Superintendent-Personnel Services or designee, a personal conference shall take place within the above time limits. If the Assistant Superintendent-Personnel Services 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 Assistant Superintendent-Personnel Services 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 Assistant Superintendent-Personnel Services 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 Assistant Superintendent-Personnel Services 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 SCCOE 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 $750.00 per fiscal year. The SCCOE will allocate a total of $3,000.00 annually for the tuition reimbursement program. 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 SCCOE 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:

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<thead>
<tr>
<th>Student Services &amp; Support Division</th>
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<tbody>
<tr>
<td>Special Education</td>
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<tr>
<td>Director-Special Education</td>
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<tr>
<td>Assistant Director-Special Education</td>
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<tr>
<td>Principal-Special Education</td>
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<tr>
<td>Alternative Education</td>
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<tr>
<td>Director/Principal-Alternative Education</td>
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<tr>
<td>Assistant Principal-Alternative Education</td>
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<tr>
<td>Early Start</td>
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<td>Director-Early Start</td>
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<tr>
<td>Migrant Education</td>
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<tr>
<td>Director-Migrant Education</td>
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<tr>
<td>Opportunity Youth Academy (OYA)</td>
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<tr>
<td>Director/Principal-OYA</td>
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<tr>
<td>Assistant Principal-OYA</td>
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B. Unit 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 September 30, 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 March.

3. Review of Performance Objectives
By June 30, 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 SCCOE.
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 June 30.

D. **Disagreement**
   In case of disagreement between a Unit member and his/her direct supervisor, a meeting shall be held between the Unit member, his/her direct supervisor, and the Assistant Superintendent-Student Services and Support 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 Unit member’s performance (other than the performance plan) is intended to be placed into the Unit member’s personnel file. The decision of the Assistant Superintendent-Student Services and Support 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.

F. **Revised Evaluation Instrument**
   The parties agree to establish an ad-hoc committee for the purpose of developing a revised evaluation instrument. The committee shall consist of two (2) special education principals and two (2) Unit members. The Assistant Superintendent-Personnel Services or designee shall convene and chair the committee. The revised evaluation instrument shall be established on or before July 1, 2014.
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, 2019, a salary increase of 3% shall be applied to the salary schedule (Appendix A).

Effective July 1, 2020, a salary increase of 3% shall be applied to the salary schedule.

Effective July 1, 2021, a salary increase of 2% shall be applied to the salary schedule.

If the State alters the basic funding mechanism for public education, the parties agree to reopen and renegotiate the salary agreement for that school year.

B. Initial Placement
Initial placement on the salary schedule shall be based on prior public school experience or other experience in a private school, institution or private practice that is deemed relevant. 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 SCCOE 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 Assistant Superintendent-Personnel Services. 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 Assistant Superintendent-Personnel Services.

C. Longevity
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:

   Effective July 1, 2019, longevity increments shall be:
   • $1,100 per year beginning with the fifth (5th) year of service.
   • $1,600 per year beginning with the tenth (10th) year of service.
   • $2,700 per year beginning with the fifteenth (15th) year of service.

D. Lead Psychologist and Therapist Stipend
For the 2016-2017 fiscal year, the Lead Psychologist will be $3,000. If more than one (1) Unit worker shares the lead duties, the stipend shall be split accordingly. See Appendix for lead duties.

   1. Lead Therapist
   Effective July 1, 2017, a Lead Therapist stipend will be established in the amount of $1,000. See Appendix for Lead Duties.
2. Clinical Supervision Stipend

During the 2019-2022 school years, the Santa Clara County Office of Education will pay a stipend of $2,500.00 per unlicensed therapist or psychologist to a licensed therapist or psychologist for providing clinical supervision in line with the professional standards of practice delineated by the appropriate licensing or credentialing institution or entity over and above the therapist's normal caseload. If two unit members share clinical supervision of an intern, unit members shall split the stipend accordingly. The number of supervised interns shall not exceed two per licensed or credentialed supervisor. Assignments for clinical supervision are subject to the approval of the Director-Special Education.

The Lead Psychologist and Lead Therapist will confer with unit members to see who would be interested in providing supervision (as specified by the given license/credential). Once a list is developed, the Lead(s) will meet with the Director and/or Assistant Director to determine which unit member will provide the supervision.

E. Advanced Degrees/National Certification

1. National Certification

Beginning July 1, 2019, unit members that possess the National Association of School Psychologist (NASP) certification shall receive $3,000.00 per year.

2. Doctorate Degree

Unit members shall receive $3,000.00 per year for a Doctorate degree related to their assignments. Unit members with national certification and a Doctorate will receive the maximum stipend of $3,000.

The Unit member shall submit verification of national certification and/or Doctorate degree to the Assistant Superintendent-Personnel Services, 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.

F. Extra Coverage

1. The Santa Clara County Office of Education will pay a rate of $125.00 an hour to the school psychologists who are requested by administration to complete an assessment outside of their regular work hours. School psychologists asked to complete assessments will be based upon a seniority list, with current assignments taken into consideration, managed by the Lead School Psychologist and administrator overseeing the bargaining unit. The administrator will
move down the list based upon seniority when offering assessments. Once a psychologist accepts or declines, the administrator will move to the next most senior psychologist. In this way, the offer of assessments will be rotated among all psychologists, continuing to cycle through the list.

2. For psychologist or therapist who is asked to act as the substitute teacher in a classroom when no credentialed staff is available to be the substitute, the psychologist/therapist shall be compensated at a rate of $240.00 per full day or $120.00 for half day assignment. Determination for a psychologist or therapist covering a classroom as a substitute teacher for the day, will be approved by the Director-Special Education or designee.

3. For therapists that are unable to complete their regular job duties during their work day as a result of taking on additional duties assigned by SCCOE administration, the therapist may request a meeting with the Assistant Director-Special Education or designee to evaluate the therapist schedule. Additional compensation for work outside of the contracted day at a rate of $125.00 an hour must be pre-approved by the Assistant Director-Special Education or designee.

4. Psychologists and Therapists retain the option to reject extra coverage opportunities, without consequence.

ARTICLE 10: MILEAGE/TRAVEL

Unit members who are required to drive their own vehicles in the performance of their duties and/or SCCOE-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 SCCOE will continue health and welfare benefits as follows:

B. Medical Insurance
   1. Medical insurance for Unit members and dependents or registered domestic partners.
   2. a) Dental insurance for Unit members, dependents, or registered domestic partners.
      b) Increase the SCCOE contribution of its Delta Dental Buy Up plan from $136.75 to $163.98 effective April 1, 2020.
   3. Vision care for Unit members 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 SCCOE and other bargaining units for the purpose of studying and implementing cost containment measures that meet the varying needs of employees. The SCCOE proposes that the Association appoint two representatives to this committee.

D. Health and Welfare Benefits
   Beginning October 1, 2019 the SCCOE contribution toward health insurance premiums shall not exceed $13,752.00 per year ($1,146.00 per month). The increase to each eligible bargaining unit member will be done retroactive to October 1, 2019. Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

   Beginning October 1, 2020, the SCCOE contribution toward health insurance premiums shall not exceed $1,214.00 per month. Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

   Beginning October 1, 2021, the SCCOE contribution toward health insurance premiums shall not exceed $1,275.00 per month. Unit members shall contribute any amount in excess of the SCCOE's contribution limit (cap) for medical premiums.

   The SCCOE will give the Health Care Cost Containment Committee (HCCCC) as much advance notice as possible prior to any rate increase.

E. Hold Harmless
   The SCCOE 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 SCCOE 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 SCCOE will continue its
contribution to medical, dental and vision coverage for the Unit member and his/her spouse/registered domestic partner/dependents (based on who is currently insured according to SCCOE records) for the months of July and August. Upon processing retirement documents for these declared retirees, the SCCOE agrees to pay each a retirement stipend equal to that paid to that year’s retiring teachers no later than thirty (30) days following the effective date of retirement. If no stipend was paid in that year to retiring teachers, Unit members who provide written notice of intent to retire by February 1 shall be paid a retirement stipend of $2,000 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 SCCOE will be eligible for 50% full medical coverage. After fifteen (15) years of service with the SCCOE, the Unit member will be eligible for 75% full medical coverage. After twenty (20) years of service with the SCCOE, the Unit 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 SCCOE 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 SCCOE, with such premiums remitted with the SCCOE’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 SCCOE 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 Education Ranches, an incident report signed by a peace officer may be substituted for a police report.
A. Paid Leaves of Absence

1. Sick Leave
   a. Full-time Unit 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 205-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.

   e. Extended Sick Leave: After all accrued sick leave and/or industrial accident and illness has been exhausted, the Unit member shall have the right to take differential leave for up to five (5) school months or one hundred (100) work days. The amount deducted for differential leave from the Unit member’s salary shall be the amount actually paid a substitute employed to fill the position during the leave, and the Unit member is still incapacitated due to the same illness or injury, the Unit member may use the balance of the one hundred (100) days in the subsequent school year, but the Unit member will not receive a new one hundred (100) days. If the Unit member returns and then suffers a different illness or injury, the Unit member shall be entitled to a new five (5) months or one hundred (100) days of differential leave. If a Unit member exhausts the one hundred (100) days of differential leave, a probationary Unit member will be placed on a twenty-four (24) month reemployment list and a permanent Unit member will be placed on a thirty-nine (39) month reemployment list. An individual on a reemployment list who receives medical clearance to return to work shall be placed in a position for which he/she is credentialed and qualified.

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 Unit member.

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 SCCOE.

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 SCCOE 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 SCCOE.

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 SCCOE 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 SCCOE. 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.

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. Partially Paid and Unpaid Leaves of Absence

1. Maternity or Paternity Leave

   a. Leaves 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 SCCOE.

   d. The duration of such leave shall consist of no more than twelve (12) consecutive months, including up to twelve (12) weeks of Family Care Leave taken for the purpose of caring for a new baby or newly adopted baby or child. 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. This section is effective beginning January 1, 2016. The Unit member shall be entitled to use available Family Care Leave for up to twelve (12) workweeks under the provisions set forth in Article 12.B.6. If the Unit member is using such leave for the purpose of caring for a new baby or newly adopted baby or child, the Unit member may use accrued sick leave. If all accrued sick leave has been exhausted, the Unit member shall have the right to take differential leave during the 12 weeks of maternity/paternity leave. The amount deducted for differential leave from the Unit member's salary shall be the amount actually paid a substitute employed to fill the position during the leave, or if no substitute is employed, the amount which would have been paid to a substitute. An extension of the paid maternity/paternity leave may be granted as leave without pay for the balance of twelve (12) consecutive months.
f. There shall not be a diminution of employment status for child bearing or child rearing, except that time spent on leave without pay shall not be credited toward movement on the salary schedule.

g. In the event of a miscarriage or death of a child subsequent to child birth, while a Unit member is on maternity/paternity leave, 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 SCCOE will assign the Unit member to a position as soon as practicable.

2. Health Leave

   a. Prior to being placed on a reemployment list; a Unit member who has exhausted his or her sick leave and the 100 days of extended sick leave may request and unpaid leave for health (illness, accident, or quarantine) reasons when the Unit member is unable to perform duties. If the request is granted, such leave shall be for the duration of the school year and may be extended by 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.

3. Study Leave

   a. A Unit member of the SCCOE 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 SCCOE and the Unit member 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.
4. **Sabbatical Leave**

a. The SCCOE 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 Unit member agrees in writing to render a period of service to the SCCOE 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 Unit member may be granted one (1) sabbatical leave in each seven (7) year period.

e. Compensation shall be paid the Unit member while on leave in the same manner as if the Unit member were teaching in the SCCOE at half pay, provided the Unit member furnishes a suitable bond indemnifying the governing board of the SCCOE against loss in the event Unit member fails to render the agreed-upon period of service in the employ of the SCCOE following the return of the Unit member from the leave.

f. Should the Unit member 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) Unit member each year, and the Unit member 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 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 Unit members to the Student Services & Support Division, 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 the Human Resources Division, within sixty (60) days of return to duty.

j. Sabbatical leaves shall not be granted within the last four (4) years prior to retirement.
5. **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 SCCOE 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 SCCOE 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 SCCOE 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 SCCOE may recover the premium amount 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.

6. **General Leave**

When no other leave is available, a leave of absence may be granted to a Unit member on a paid or unpaid basis at any time, upon any terms acceptable to the SCCOE and the Unit member.
ARTICLE 13: LAYOFF PROCEDURES

If the SCCOE determines that it is necessary to reduce or eliminate psychologists' positions in a reduction in force, the SCCOE 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 SCCOE will use seniority as a certificated employee with the SCCOE as a tiebreaker. If the tie cannot be broken by SCCOE seniority, the matter will be determined by program needs of the SCCOE. 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
On or before December 31, 2021, the SCCOE 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 SCCOE 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 principle 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 SCCOE 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, 2019, and shall continue in effect to and including June 30, 2022.
APPENDIX

Lead Psychologist/Therapist

DEFINITION
Under the supervision of the Director – Special Education; the Lead Psychologist or Therapist will perform a variety of duties including providing direct services to students and assisting with coordination of staff activities.

DUTIES
1. Provide input to the director of special education regarding the assignments of Psychologist/Therapist. (All final decisions regarding assignments will be made by the director of special education).
2. Provide mentoring and support as needed for colleagues at IEP meetings; staffing’s; report writing; assessments; and behavior intervention plans.
3. Schedule and reserve appropriate space for all Psychologist and/or Therapist meetings and facilitate the meeting.
4. Meet with director monthly to develop agenda for all meetings.
5. Research and facilitate the development of trainings (e.g.; evidence based practice; response to intervention; alternative delivery models; legally defensible reports; and behavior intervention plans).
6. Will assist in planning return to school trainings for Psychologist and/or Therapist.
7. Assist in recruitment and selection of psychologists and therapists.
8. Conduct and maintain an inventory of protocols and assessment instruments.
9. Coordinate the ordering of testing materials with the appropriate administrator.

TERM
One (1) fiscal year.

QUALIFICATIONS
1. Employed at least two (2) years in the SCCOE as a Psychologist or Therapist.
2. Three (3) or more years experience as Psychologist or Therapist preferred.
3. Must be in good standing with the SCCOE.
4. Must be able to work collaboratively with administration.

SELECTION
The lead will be nominated by the unit members and is subject to approval by the Director – Special Education. For the 2016-2017 school year, the unit will advise the Director of their nomination of Lead by September 1, 2016. Thereafter, the unit will advise the Director of their nomination of Lead by July 1.

For the Psychologists and Social Workers Association

Donelle Clements
David Driesbach
Jeff McCahan

Date 7/21/16
Date 7/21/16
Date 7/21/16

For the Santa Clara County Office of Education

Philip J. Gordillo, Chief Human Resources Officer

Date 09/21/2016
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$1,100 beginning with 5th year of service.
$1,600 beginning with 10th year of service.
$2,700 beginning with 15th year of service.

Mary Ann Dewan, Ph.D., County Superintendent of Schools  Date

8/5/2020
OFFICE OF THE SANTA CLARA COUNTY SUPERINTENDENT OF SCHOOLS
and the
PSYCHOLOGISTS AND SOCIAL WORKERS ASSOCIATION

For the
Psychologists and Social Workers
Association

Jeremy Strametz
Chief Spokesperson

Megan Fain
Team member

Jocelyn Garcia-Thome
Team Member

Agreement Ratified:
Date:
2/11/2020

For the
Office of the Santa Clara County
Superintendent of Schools

Dr. Mary Ann Dewan
County Superintendent of Schools

Anisha Munshi
Assistant Superintendent – Personnel Services

Agreement Disclosure:
Date:
02/19/2020